

Proceedings
of the
County Board
of
McLean County,
Illinois

October 21, 2003

*Subject to approval at
November 18, 2003
County Board Meeting*



Table of Contents

Meeting Minutes Begin (October 21, 2003).....	Page(s) 1
Consent Agenda	2-123
County Highway Department.....	5-26
Building and Zoning.....	27-35
Executive Committee	36-37
Property Committee.....	38-117
Justice Committee.....	118-122
Appointments.....	123
Executive Committee	124-129
Recommendation – Appointment of James C. “ Chris” Kalapp to County Board District #9	124-126
Resolution – Approving Appointments to Standing Committees and Liquor Control Commission... ..	127-129
Request – Declaration of Vacancy in the County Board District #4	129
Finance Committee.....	130-210
Amendments – McLean County Revised Code, Chapters 26 and 28 – Health Department	130-135
Amendment – Intergovernmental Agreement – IL Dept. Public Aid and McLean Co.	136-140
Request – Intergovernmental Settlement Agreement in Township Litigation	141-186
Amendment – McLean County Purchasing and Contracting Ordinance.....	187-200
Resolution – Public Hearing – Proposed Amended Lease Agreement with PBC.....	201-206
Request – Offer State’s Attorney III Salary at Step 56 – DCFS Services Contract	207
Request – Offer Starting Salary above Maximum – Public Defender Contracting Ordinance	208
Authorization – Legal counsel to Offer \$15,000 to Settle Case of Pearl vs. O’neal – Risk Mgt.	209-210
Transportation Committee	210
Property Committee	210
Justice Committee	211-259
Interagency Agreements – IL Criminal Justice Information Authority.....	211-246
Emergency Appropriation – FY 2003 – Fund 0452 – MetCom Department 0030	247-248
Emergency Appropriation – FY 2003 – General Fund 0001 – ESDA Department 0047	249-250
Ordinance – Setting Fees to be Charged by the Circuit Clerk.....	251-259
Land Use and Development Committee	260
Report of the County Administrator	260
Other Business and Communication	260-261
Approval of Bills.....	262
Adjournment.....	263

October 21, 2003

The McLean County Board met on Tuesday, October 21, 2003 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Ahart and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Don Cavallini, *Rick Dean, George Gordon, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, and Michael Sweeney.
*Late

The following Member was absent:

Member Diane Bostic.

Appearance by Members of the Public and County Employees:

Member Sorensen stated the following: I would like to recognize the Members of Leadership McLean County, Class of 2004 who are present today as part of their curriculum.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, September 16, 2003

B. County Highway Department – Jack Mitchell, County Engineer

- a) Request Approval of Audit Report to be Filed with the County Board
 - 1) #50 – Motor Fuel Tax – County Road Districts – January 1, 2002 – December 31, 2002
 - 2) #50 – Township Bridge Program – County Road District – January 1, 2002- December 31, 2002
 - 3) #69 – Motor Fuel Tax – County Projects – January 1, 2002 – December 31, 2002
- b) Request Approval of K & R Gravel Pit Road Use Agreement
- c) Request Approval of Results from Sale of Surplus Vehicles From October 2, 2003 Bids
- d) Request Approval of Letting results from October 7, 2003 for County Project

C. Building & Zoning – Phil Dick, Director

- 1) Zoning Cases:
 - a) Approve the application of Bryan M. and Kara A. Stoller in case 03-58-S, parcel number (29) 04-14-100-005. They are requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is located in Yates Township immediately east of 3360 East Road and approximately ¼ mile south of 3000 North Road
 - b) Approve the application of the Indian Springs Recreation Association in case 03-59-S, parcel number (07) 25-19-251-001. They are requesting a special use to allow an expansion of a golf course (new equipment shed) in the Agriculture District on property which is located in Cheney's Grove Township at 37180 Comanche Drive, Saybrook

- 2) Subdivision Cases:
 - a) Approve the application of Frank Koe for approval of a resolution adopting a preliminary plan for the Franklin Heights Subdivision in file S-03-02. The proposed subdivision contains 346 residential lots, one lot for a recreational center and eight out lots to be developed later for multi-family and commercial use. The property is located in Towanda Township immediately northwest of the intersection of Ft. Jesse Road and Towanda Barnes Road
 - b) Approve the application of David and Lynda Hruska for a waiver of preliminary plan requirements and a two lot final subdivision plat for the Hurska Subdivision in case S-03-10. The property is located Dry Grove Township at 2501 and 2507 West College Avenue, Normal

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions
Executive Committee

- 1) Items to be presented for Action:
 - a) Request Approval to Declare the Official Christmas Ornament for the City of Bloomington, Town of Normal, and McLean County, Illinois

Property Committee

- 1) Items to be presented for Action:
 - a) Request Approval of a Preliminary Parking Lot Layout for Health Department Parking Lot and West side of the Law and Justice Center
 - b) Request for Approval of Revised Tenant Lease Agreements for:
 - 1) Regional Office of Education for McLean, DeWitt and Livingston Counties – (Fairview Building)
 - 2) G.E.D. Adult Education Literacy Program – (Fairview Building)
 - 3) YWCA of McLean County – (Fairview Building)
 - 4) Bloomington Board of Election Commissioners (McLean County Health Department Building)
 - 5) Children’s Advocacy Center – (McLean County Health Department Building)

- 6) McLean County State's Attorney –
(McLean County Health Department Building)

Justice Committee

- 1) Items to be presented for Action:
 - a) Request Approval to Purchase
a Replacement Microfilm Reader
Printer – Circuit Clerk's Office

F. Chairman's Appointments with the Advice and Consent of the County Board:

- 1) REAPPOINTMENTS:
None

APPOINTMENTS:

McLean County Regional Planning Commission

Mr. Scott Lay

3012 Providence Drive

Bloomington, IL 61704

Appointed to the remainder of Three Year
Term that expires on December 31, 2004

- 2) RESIGNATIONS:

McLean County Regional Planning Commission

Mr. Richard Percy

13 Worthington

Bloomington, IL 61701

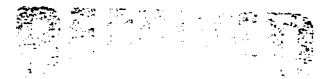
G. Approval of Resolutions of Congratulations and Commendation



Illinois Department of Transportation

Division of Highways / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

September 8, 2003



SEP 10 2003

Mr. John E. Mitchell
McLean County Engineer
102 Towanda Barnes Road
Bloomington, IL 61704

MCLEAN CO. HIGHWAY DEPT.

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 50 covering the receipt and disbursement of Motor Fuel Tax funds by your county's road districts for the period beginning January 1, 2002 and ending December 31, 2002.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

Diane O'Keefe
District Engineer

A handwritten signature in black ink, appearing to read 'J R Threadgill III'.

By: James R. Threadgill III
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

Audit

Agency <i>McLean County Road Districts</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2002</i>
	Audit Number <i>50</i>
	Date <i>7-29-03</i>



**Illinois Department
of Transportation**
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF
TRANSPORTATION

AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 50

|| MCLEAN COUNTY ROAD DISTRICTS

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2002 and ending Dec. 31, 2002, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records to the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

W. B. B. B. Auditor

REVIEWED AND APPROVED BY

Date:

BLR 7401

James R. Sheehan
District Local Roads and Streets Engineer

AUDITOR'S COMMENTS

Audit Report No. 50

ILLINOIS DEPARTMENT OF
TRANSPORTATION

MCLEAN COUNTY ROAD DISTRICTS

Audit Period: Jan. 1, 2002 to Dec. 31, 2002

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2002

The other receipts to the Motor Fuel Tax Fund were \$188,531.34 received as follows:

Interest	2002	\$23,883.80
Needy Township		\$83,823.00
Reimbursements		\$80,824.54

Total received: \$188,531.34

Maintenance expenditure statements are on file for all road districts.

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED

W. Baftin

ILLINOIS DEPARTMENT OF
TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY ROAD DISTRICTS

AUDIT REPORT NO. 50

Date: July 29, 2003

Audit Period Jan., 1, 2002 - Dec. 31, 2002

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	(641,459.04)	2,383,673.41	1,742,214.37	
Allotments & Cert.	2,105,845.56	0.00	2,105,845.56	
Total MFT Funds	1,464,386.52	2,383,673.41	3,848,059.93	2105845.56
Approved Authorizations	(2,550,998.21)	2,550,998.21	0.00	170576.75
Other Receipts		188,531.34	188,531.34	2276422.31
Total	(1,086,611.69)	5,123,202.96	4,036,591.27	
Disbursements		2,183,972.20	2,183,972.20	2290374.33
Surplus (Credits)	715,399.30	(715,399.30)	0.00	-2276422.31
Unexpended Balance	(371,212.39)	2,223,831.46	1,852,619.07	13952.02
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2002				
Deduct Outstanding Warrants			1,430,678.64	
Add Outstanding investments			11,138.98	
Additions (interested dep in 2003, earned 2002)			432,000.00	
Subtraction's			1,079.41	
Net Balance in Account Dec. 31, 2002			1,852,619.07	

BLR 7403 (Rev. 1/90)
IL 494-0654

Certified Correct

W. Bayte
Auditor



Illinois Department of Transportation

Division of Highways / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

September 8, 2003

Mr. John E. Mitchell
McLean County Engineer
102 Towanda Barnes Road
Bloomington, IL 61704


Dear Mr. Mitchell:

Enclosed is a copy of Audit Report Supplemental No. 50 covering the receipt and disbursement of Township Bridge Program funds by your county's road districts for the period beginning January 1, 2002 and ending December 31, 2002.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

Diane O'Keefe
District Engineer


By: James R. Threadgill III
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

Audit

Agency <i>McKean County Road Districts Township Bridge</i>	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2002</i>
	Audit Number <i>Supplemental No. 50</i>
	Date <i>7-29-03</i>

ILLINOIS DEPARTMENT OF
TRANSPORTATION

AUDITOR'S CERTIFICATE
Supplemental
AUDIT REPORT NO. 50

|| MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2002 and ending Dec. 31, 2002, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records for the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith except as noted in the audit findings.

U. Pappas

Auditor

REVIEWED AND APPROVED BY

Date:

BLR 7401

James R. Mendenhall
District Local Roads and Streets Engineer

ILLINOIS DEPARTMENT OF
TRANSPORTATION

AUDITOR'S COMMENTS

Supplemental
Audit Report No. 50

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Audit Period: Jan. 1, 2002 to Dec. 31, 2002

Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2002

The other receipts to the Township Bridge Fund were \$5,779.51 received as follows:

Interest	2002	\$5,779.51
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Total received: \$5,779.51

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED

W. Rafter

ILLINOIS DEPARTMENT OF
TRANSPORTATION

Fund Balance and Bank Reconciliation
Supplemental
AUDIT REPORT NO. 50

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Date: July 29, 2003

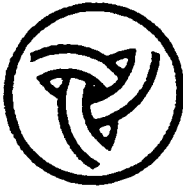
Audit Period Jan., 1, 2002 - Dec. 31, 2002

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit		673,498.28	673,498.28	
Allotments & Cert.		0.00	0.00	
Total MFT Funds	0.00	673,498.28	673,498.28	
Approved Authorizations		214,201.35	214,201.35	
Other Receipts		5,779.51	5,779.51	
Total	0.00	893,479.14	893,479.14	
Disbursements		178,071.40	178,071.40	
Surplus (Credits)	0.00	0.00	0.00	
Unexpended Balance	0.00	715,407.74	715,407.74	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2002				
Deduct Outstanding Warrants			486,265.24	
Add Outstanding investments				
Additions			229,142.50	
Subtraction's				
Net Balance in Account Dec. 31, 2002			715,407.74	

BLR 7403 (Rev. 1/90)
IL 494-0654

Certified Correct

U. Payne
Auditor



Illinois Department of Transportation

Division of Highways / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

September 8, 2003

Mr. John E. Mitchell
McLean County Engineer
102 Towanda Barnes Road
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 69 covering the receipt and disbursement of Motor Fuel Tax funds by your county for the period beginning January 1, 2002 and ending December 31, 2002.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

Diane O'Keefe
District Engineer

A handwritten signature in black ink, appearing to read 'J. Threadgill III', with a small 'TB' written above it.

By: James R. Threadgill III
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

Audit

Agency <i>McKean County Road Districts</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2002</i>
	Audit Number <i>109</i>
	Date <i>7-29-03</i>



**Illinois Department
of Transportation**
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF
TRANSPORTATION

AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 69

MCLEAN COUNTY

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County for the period beginning Jan. 1, 2002 and ending Dec. 31, 2002, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records for the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith except as noted in the audit findings.

W. Bayten

Auditor

REVIEWED AND APPROVED BY

Date:

BLR 7401

James R. Sheehy
District Local Roads and Streets Engineer

ILLINOIS DEPARTMENT OF
TRANSPORTATION

AUDITOR'S COMMENTS

MCLEAN COUNTY

Audit Report No. 69

Audit Period: Jan. 1, 2002 to Dec. 31, 2002

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2002

The other receipts to the Motor Fuel Tax Fund were \$663,285.82 received as follows:

Interest	2002	\$43,481.15
Reimbursements		\$617,106.09
Voided Claims		\$2,698.58

Total received: \$663,285.82

Final Reports are on file for the following sections:

97-00042-06-SM	99-00179-00-WR	99-00056-07-RS
97-00056-06-RS	97-00046-09-RS	98-00170-00-RS
96-00056-05-RS	02-00000-00-GM	99-00035-04-WR

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED

U. Papen

ILLINOIS DEPARTMENT OF
TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY

AUDIT REPORT NO. 69

Date: July 29, 2003

Audit Period Jan., 1, 2002 - Dec. 31, 2002

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	2,925,750.61	758,538.88	3,684,289.49	
Allotments & Cert.	2,770,648.17	0.00	2,770,648.17	
Total MFT Funds	5,696,398.78	758,538.88	6,454,937.66	
Approved Authorizations	(1,018,223.15)	1,018,223.15	0.00	
Other Receipts		663,285.82	663,285.82	
Total	4,678,175.63	2,440,047.85	7,118,223.48	
Disbursements		4,697,073.93	4,697,073.93	
Surplus (Credits)	891,296.69	(891,296.69)	0.00	
Unexpended Balance	5,569,472.32	(3,148,322.77)	2,421,149.55	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2002				
Deduct Outstanding Warrants			826,725.24	
Add Outstanding investments			1,034.00	
Additions			1,595,458.31	
Subtraction's				
Net Balance in Account Dec. 31, 2002			2,421,149.55	

BLR 7403 (Rev. 1/90)
IL 494-0654

Certified Correct

W. Beyer

Auditor

AGREEMENT FOR THE USE AND IMPROVEMENT OF COUNTY HIGHWAY 15

WHEREAS, K & R Gravel Inc. intends to apply to the County of McLean for a special use permit to allow for sand and gravel extraction in Section 5 of West Township, McLean County, Illinois, and

WHEREAS, Production of sand and gravel in the Southeastern Portion of McLean County would be beneficial to persons in that portion of the County, and

WHEREAS, County Highway 15 will need to be upgraded to adequately handle increased truck traffic.

Now Therefore, contingent on K & R Gravel obtaining the requested special use permits to allow for the extraction of said sand and gravel, K & R Gravel Inc. and the County of McLean agree as follows:

This agreement is hereby entered into by and between K& R Gravel, Inc. and the County of McLean for the purpose of improving and maintaining County Highway 15 to allow truck access to K & R Gravel Pit in section 5 of West Township

K & R Gravel Inc. hereby agrees as follows:

1. To post a road protection bond in the amount of \$100,000 to protect County Highway 15 from excessive wear and tear due to truck traffic from the pit. K & R Gravel will maintain said bond in full force and effect throughout the term of this agreement.
2. To pay McLean County no less than \$100,000.00 and no more than \$250,000.00 in any combination of annual and per load fees according to the following schedule to contribute to the improvement of County Highway 15 in the area of the K & R Gravel Pit to ensure the safety, health and welfare of the public.

A. The annual fees shall be as follows:

\$ 5,000.00 upon execution of this agreement and issuance of special use permit;
\$10,000.00 on or before May 31, 2004;
\$10,000.00 on or before May 31, 2005;
\$10,000.00 on or before May 31, 2006;
\$10,000.00 on or before May 31, 2007;
\$10,000.00 on or before May 31, 2008;
\$10,000.00 on or before May 31, 2009;
\$10,000.00 on or before May 31, 2010;
\$10,000.00 on or before May 31, 2011;
\$10,000.00 on or before May 31, 2012; and
\$ 5,000.00 on or before May 31, 2013.

- B. In addition to the annual fees for calendar years 2003 through 2013 there shall be a per load fee of \$0.25 per ton of course aggregate transported from the pit for any course aggregate over 40,000 tons that is transported from the pit during a year. Payments for amounts over 40,000 tons a year shall be made contemporaneous with any report that reflects an excess of over 40,000 tons of course aggregate being transported from the pit.
- C. Beginning in the year 2014 and each year thereafter, K & R Gravel Inc. or any of its successors or assigns who operate this gravel pit shall pay a flat fee of \$0.25 per ton of course aggregate transported from the pit .
- D. Notwithstanding any provision in this Agreement to the contrary, at such time as K & R Gravel, Inc., and/or any of its successors or assigns, has paid McLean County the sum of \$250,000.00, then K & R Gravel, Inc., and its successor or assigns shall be deemed to have paid in full and there shall be no more annual fees or per load fees due and owing McLean County pursuant to the terms of this Agreement.

- 3. To provide certified records of course aggregate transported from the Pit on a quarterly basis to the McLean County Highway Department.

Failure to make a required payment called for by this agreement or to provide certified records of course aggregate transported at the times required by this agreement shall constitute a breach of this agreement. Such a breach shall be grounds for termination without notice of any and all permits to use County Highway 15.

The County of McLean shall:

- 1. Grant permits, without fee, to gravel trucks up to and including the weight of 73,280 pounds traveling from the K & R Gravel Pit North to Route 9 and South to Route 136. Said permits will not be granted during the spring posting season .
- 2. When sufficient funds are acquired and a plan established County Road 15 shall be improved.
- 3. Provide all routine maintenance on County Highway 15 (snow plowing, striping, signing, ditch cleaning, Etc.)
- 4. K & R Gravel, Inc. and it successors and assigns shall be invited and permitted to bid on any project involving improvements to the said County Road 15.

This road agreement is subject to the approval of a special use to operate the Gravel Pit being approved by the County Board. If a special use permit is not granted by the County Board this agreement is null and void.

This Agreement shall constitute the full and complete agreement between the parties. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

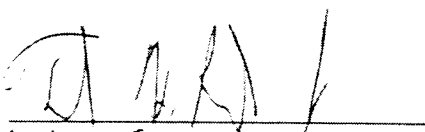
Severability: If any portion of this agreement is determined to be invalid, the remainder of this agreement shall remain in full force and effect.

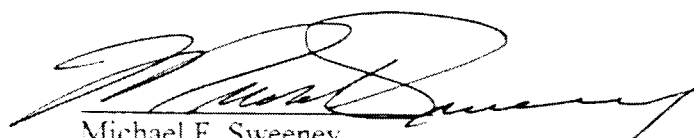
K & R Gravel Inc.'s obligations under this agreement shall cease upon the closing of the gravel pit operation and the surrender of their special use permit.

This agreement is entered into by and between K & R Gravel Inc. by proper corporate action and by the County of McLean and shall become effective upon the approval of the special use by the County Board of McLean County and shall remain in full force and effect until properly terminated by either party.


K & R Gravel Inc.

McLean County


by its CEO


Michael F. Sweeney
Chairman, McLean County Board

Attest:


Peggy Ann Milton
McLean County Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on October 7, 2003, for a letting held on October 2, 2003 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on October 7, 2003,

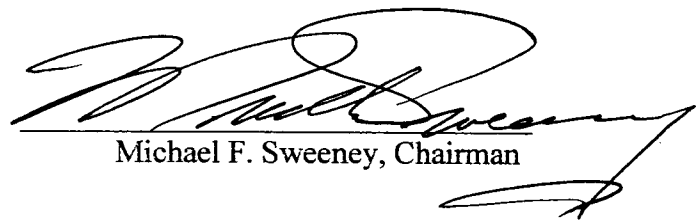
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following:

1997 Ford F-150 Pickup Truck # 124

Sold to Rick Gaines for the amount of.....\$3,500.00

1997 Ford F-150 Pickup Truck # 127

Sold to Terry Whitecotton for the amount of.....\$4,400.00

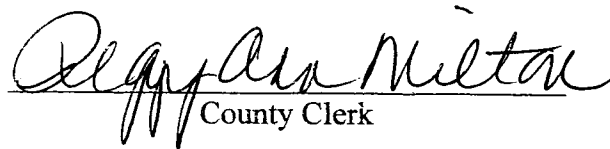

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 21, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21 day of October, A.D., 2003.

[SEAL]


County Clerk

SUMMARY OF BIDS FOR SURPLUS EQUIPMENT – OCTOBER 2, 2003
Sealed bids with right to raise

<u>MINIMUM BIDS</u>	<u>1997 FORD F-150 PICKUP TRUCK # 124</u>	<u>RAISED TO</u>
\$2,700.00	\$ 500.00 – Terry Whitecotton \$ 575.00 – Rick Gaines \$1,800.00 – David Mylcraine	\$3,500.00

<u>MINIMUM BIDS</u>	<u>1997 FORD F-150 PICKUP TRUCK # 127</u>	<u>RAISED TO</u>
\$2,700.00	\$ 500.00 – Terry Whitecotton \$ 575.00 – Rick Gaines \$1,900.00 – David Mylcraine \$2,500.00 – Mark Leake	\$4,400.00

Recommend the sale of 1 1997 Ford F-50 VIN number 1FTD17W9VKD23670 FA to Rick Gaines for \$3,500.00.

Recommend the sale of 1 1997 Ford F-150 VIN number 1FTD17W0VKD23671 to Terry Whitecotton for \$4,400.00.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at its meeting on October 7, 2003, for a letting held on October 7, 2003 for one (1) McLean County 2003 MFT Construction Section, and

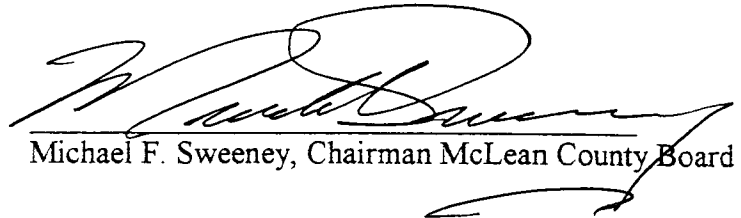
WHEREAS, the Transportation Committee duly approved the bids on October 7, 2003,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following contract:

2003 MFT CONSTRUCTION SECTION:

Rowe Construction Company, A Division of R.A. Cullinan and Sons, Bloomington, IL. was the successful bidder on the following section:

McLean County..... Sec. 00-00181-00-FP@ \$1,305,728.45

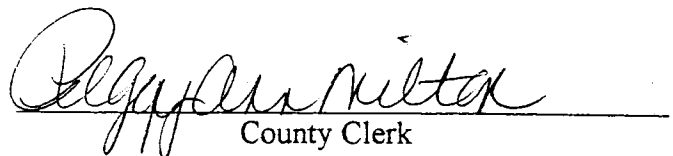

Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 21, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21 day of October, A.D., 2003.

[SEAL]


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
OCTOBER 7,2003

McLEAN COUNTY
SEC. 00-00181-00-FP

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS	ROWE	
				ESTIMATE	BID BOND	
				TOTAL	UNIT PRICE	TOTAL
Earth Excavation	1,490	Cu Yd	\$16.00	\$23,840.00	\$17.75	\$26,447.50
Earth Excavation (Widening)	600	Cu Yd	\$30.00	\$18,000.00	\$38.50	\$23,100.00
Pourus Granular Embankment	970	Ton	\$17.00	\$16,490.00	\$12.50	\$12,125.00
Stone Dumped Riprap	65	Ton	\$40.00	\$2,600.00	\$68.50	\$4,452.50
Aggregate Base Crse Type B	1,250	Ton	\$15.50	\$19,375.00	\$17.20	\$21,500.00
Portland Cement Conc Pave 9" Spec	430	Sq Yd	\$28.00	\$12,040.00	\$56.30	\$24,209.00
Agg Surf Crse Ty B	520	Ton	\$15.50	\$8,060.00	\$27.00	\$14,040.00
Aggregate (prime Coat)	150	Ton	\$18.00	\$2,700.00	\$18.75	\$2,812.50
Temporary Ramp	1,155	Sq Yd	\$16.00	\$18,480.00	\$20.00	\$23,100.00
Bit Matl's (Prime Coat) MC-30	5,545	Gallon	\$2.50	\$13,862.50	\$2.75	\$15,248.75
Bit Matl's (Prime Coat) RC-30	2,100	Gallon	\$2.50	\$5,250.00	\$2.75	\$5,775.00
Pavement Removal	20	Sq Yd	\$85.00	\$1,700.00	\$70.85	\$1,417.00
Area Reflective Crack Control	26,740	Sq Yd	\$1.00	\$26,740.00	\$0.98	\$26,205.20
Agg Shoulders Ty B	6,500	Ton	\$16.50	\$107,250.00	\$16.80	\$109,200.00
Remove Existing Structure	1	Each	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00
Reinforcement Bars	38,570	Pound	\$0.90	\$34,713.00	\$0.79	\$30,470.30
Name Plates	1	Each	\$250.00	\$250.00	\$240.00	\$240.00
Concrete Box Culverts	240.4	Cu Yd	\$525.00	\$126,210.00	\$587.50	\$141,235.00
Galvanized Steel Pipe Grating	258	Foot	\$30.00	\$7,740.00	\$24.40	\$6,295.20
Comb CC&G Type M-6.18	935	Foot	\$26.00	\$24,310.00	\$33.10	\$30,948.50
SPBGR Ty A	150	Foot	\$25.00	\$3,750.00	\$15.40	\$2,310.00
Traff Barr Term Type 1	4	Each	\$1,000.00	\$4,000.00	\$1,190.00	\$4,760.00
Bit Base Crse Wide Super 6"	3,600	Sq Yd	\$20.00	\$72,000.00	\$21.18	\$76,248.00
Bit Conc Surf Crse Super MC N50	3,100	Ton	\$45.00	\$139,500.00	\$43.80	\$135,780.00
Bit Conc Bind Crse Super IL 19.0 N50	10,260	Ton	\$42.00	\$430,920.00	\$41.65	\$427,329.00
Level Bind (MM) Super N50	1,250	Ton	\$45.00	\$56,250.00	\$49.20	\$61,500.00
Bit Base Crse Super 6"	2,800	Sq Yd	\$32.00	\$89,600.00	\$22.60	\$63,280.00
Incidental Bituminous Surfacing	30	Ton	\$100.00	\$3,000.00	\$90.00	\$2,700.00
				<u>\$1,280,630.50</u>		<u>\$1,305,728.45</u>
						1.96%

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Bryan M. and Kara A. Stoller, in case 03-58-S, parcel number (29) 04-14-100-005. They are requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is part of Section 14, Township 26N, Range 5E of the 3rd P.M. and is located in Yates Township immediately east of 3360 East Road and approximately ¼ mile south of 3000 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 7, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 2.26 acre property is currently used for crop production. This property is relatively flat and drains to the east and south. The property has 285 feet of frontage on the east side of 3360 East Road, an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District, is surrounded by land in the A-Agriculture District and is surrounded by land used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 101 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 218 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. One of the applicants is the son of the owner of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owner of the agricultural tract is compatible with uses in the vicinity.

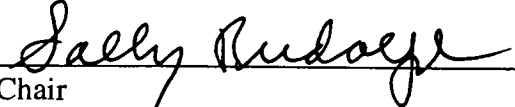
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owner of the farm from which this property is set aside.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 285 feet of frontage on the east side of 3360 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that it appears that safe sight distance can be provided at the proposed entrance. The applicants will need to obtain an entrance permit from the Yates Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the son of the farm owner.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided the initial occupants are the applicants and provided an entrance permit is obtained from the Yates Township Road Commissioner.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Members Finnigan, Kinsella and Wheet were absent.

Respectfully submitted this 7th day of October, 2003, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Kevin Jacobs, Alternate
Joe Elble
Michael Kuritz
Jerry Hoffman
Dale Williamson, Alternate

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the Indian Springs Recreation Association, in case 03-59-S, parcel number (07) 25-19-251-001. They are requesting a special use to allow an expansion of a golf course (new equipment shed) in the Agriculture District on property which is part of Section 19, Township 23N, Range 6E of the 3rd P.M. and is located in Cheney's Grove Township at 37180 Comanche Drive, Saybrook.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 7, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 80 acre property is currently used as a golf course. This property is gently sloping and drains to the north and west. The property has 60 feet of frontage on the west side of Comanche Drive, an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District. The property to the north, south and west is also in the Agriculture District. The land to the east is in both the R-1 Single Family Residence District and the Agriculture District. The land to the south and west is used for crop production. The land to the north is used for crop production and woods. The land to the east is used for a single family dwelling and crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a building in which to store and repair golf carts and other equipment needed for the golf course.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The site for the proposed equipment shed is adjacent to land that is in crop production.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed equipment building will be located on a part of the parcel that is adjacent to land that is used for crop production. The property to the east will continue to be desirable for uses permitted in the Agriculture District.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 60 feet of frontage on the west side of Comanche Drive.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The existing entrance is adequate for the golf course and the proposed building.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow the expansion of a golf course and the construction of a new equipment shed at the Indian Springs Golf Course in the Agriculture District and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Members Finnigan, Kinsella and Wheet were absent.

Respectfully submitted this 7th day of October, 2003, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Kevin Jacobs, Alternate
Joe Elble
Michael Kuritz
Jerry Hoffman
Dale Williamson, Alternate

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Franklin Heights Subdivision, File S-03-02

WHEREAS, Frank Koe has requested approval of a preliminary plan for the Franklin Heights Subdivision, file S-03-02, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 346 residential lots, one lot for a recreational center and eight out lots to be developed later for multi-family and commercial use; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

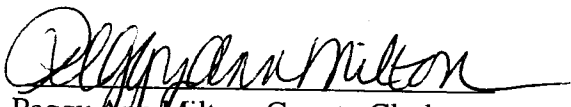
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Franklin Heights Subdivision be approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Franklin Heights Subdivision, File S-03-02, be and hereby is approved.

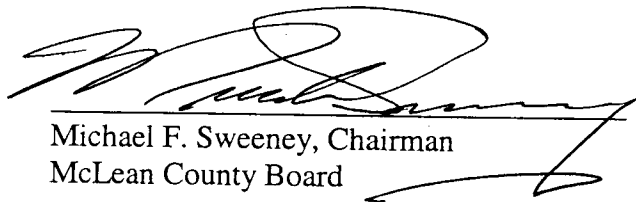
Adopted by the County Board of McLean County, Illinois, this 21st day of October, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-02

1. REFERENCE

- a. Public hearing dates: June 5, June 17, July 10 & October 9, 2003
- b. Subdivider's name: Frank Koe
- c. Subdivision name: Franklin Heights Subdivision
- d. Notice: Notice of this public hearing was published in the Pantagraph on May 17, 2003 and September 20, 2003 as required by law

2. LOCATION, LAND USE AND REQUEST:

- a. Property location: Immediately northwest of the intersection of Ft. Jesse Road and Towanda Barnes Road.
- b. Township: Towanda Township
- c. Parcel Numbers: 15-19-400-003, 004 and 005
- d. Existing zoning: R-2 Two Family Residential District and C-Commercial District
- e. Applicant request: Approval of a preliminary plan for the Franklin Heights Subdivision, file S-03-02. The proposed subdivision contains 346 residential lots, one lot for a recreational center and eight out lots to be developed later for multi-family and commercial use. The County Board approved rezoning of the property on January 21, 2003 in case 02-54-Z and a planned development on the property on April 15, 2003 in case 03-18-S.
- f. Existing land use: Crop production

3. DIMENSIONS:

- a. Size of Parcel: 152 acres
- b. Road Frontage: 2,655 feet on the north side of Fort Jesse Road and 2,645 feet on the west side of Towanda Barnes Road

4. EXISTING LAND FEATURES:

- a. Topography: Relatively flat
- b. Drainage: From the northwest and southeast corners to a drainage way at the center, then northeast along drainage way

5. SURROUNDING ZONING:

- a. North: A-Agriculture District
- b. East: A-Agriculture District

- c. South: R-1C Residential and S2 Park in the City of Bloomington, and A-Agriculture District
- d. West: A-Agriculture District

6. SURROUNDING LAND USE:

- a. North: crop production
- b. East: crop production
- c. South: crop production and single family dwellings
- d. West: crop production

7. BACKGROUND:

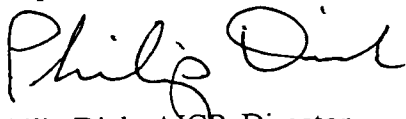
This subdivision will be developed with a public water system and a public sewer system operated by the Town of Normal through a pre-annexation agreement. The property is ½ mile from the Town of Normal and across Ft. Jesse Road from the City of Bloomington. This subdivision will be annexed to the Town when it is contiguous. This preliminary plan is required to be approved by the Town of Normal since it is within 1½ miles of their boundary and since the applicant has a pre-annexation agreement with the Town. The Normal City Council approved this preliminary plan on September 15, 2003.

The first phase of development includes single family dwellings and town homes. The single family dwellings include over 80 lots with alley access. The multi-family residential property and the commercial property will be subdivided later.

8. RECOMMENDATION:

Staff from the Highway Department and the Department of Building and Zoning find this plan to be in compliance with the Subdivision Ordinance and recommend approval of the Preliminary Plan for the Franklin Heights Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Hruska Subdivision, File S-03-10

WHEREAS, David and Lynda Hruska have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Hruska Subdivision, file number S-03-10, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, David and Lynda Hruska have subdivided this property into two lots in order to provide separate lots for two existing dwellings that are currently on one lot; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and


WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

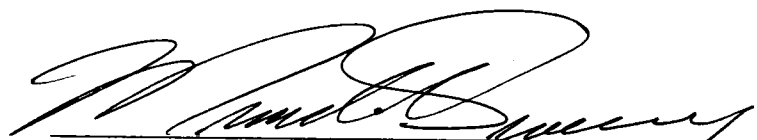
BE IT ORDAINED that the said waiver and final plat for the aforesaid Hruska Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 21st day of October, 2003

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-10

1. REFERENCE

- a. Meeting date: October 9, 2003
- b. Subdividers' names: David and Lynda Hruska
- c. Subdivision name: Hruska Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 2501 West College Avenue and 2507 West College Avenue, Normal, IL
- b. Township: Dry Grove Township
- c. Parcel Number: 13-36-100-021
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Hruska Subdivision
- f. Existing land use: A single family residence with an attached garage, three sheds a barn and four grain bins are located on Lot 1; a single family residence and a detached garage are located on Lot 2.

3. DIMENSIONS & REVIEW:

- a. Size of Lots: Lot 1 is 2.75 acres in area and Lot 2 is 1.04 acres in area.
- b. County Health Department: Has reviewed the two lots and has approved the two septic systems on the two lots.
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat. The Town of Normal City Council will be completing an expedited review of this plan at their October 6, 2003 meeting. The Town engineer will need to sign the plat access certificate for the existing entrances from the proposed subdivision to College Avenue.

A variance in side yard requirements to allow an existing pad for a grain drier to be 2.2 feet from the property line rather than 20 feet as required is being considered by the Zoning Board of Appeals on October 7, 2003. Staff recommends that the waiver of preliminary plan requirements and the Hruska Subdivision should be approved provided the side yard variance is approved by the Zoning Board of Appeals.

Respectfully submitted,



Philip Dick, AICP, Director



Easter Seals-UCP

A friend of the family

October 3, 2003

Michael Sweeney
Chairman, McLean County Board
McLean County Administrative Office
104 W. Front
Bloomington, IL 61701

Dear Mr. Sweeney:

I am writing to you on behalf of Easter Seals-UCP in McLean County. We are excited to once again offer to our community a very unique collectible Christmas ornament representing Bloomington, Normal and McLean County.

We are very grateful to you for your past support over the past twelve years via proclamations declaring the Easter Seal-UCP Christmas Ornament the "Official Christmas Ornament of Bloomington-Normal and McLean County." Enclosed you will find a copy of year's past proclamations. We are once again asking for support in this way.

This year we will be featuring the Lincoln Bench located in downtown Bloomington, as we believe it is a wonderful representation of the spirit and heritage of our community.

We greatly appreciate your continued support and look forward to your response to this request. My contact information is found on this letterhead under the Bloomington Center.

Sincerely,

Kristin Anderson
Director of Development, McLean County

Enclosure

Steven R. Thompson
President & CEO

www.easterseals-ucp.org

Peoria Center
507 East Armstrong Ave.
Peoria, Illinois 61603
309.686.1177 phone
309.686.7722 fax

Bloomington Center
303 N. Hershey Road, Suite 2B
Bloomington, Illinois 61704
309.663.8275 phone
309.662.7872 fax

**Timber Pointe
Outdoor Center**
20 Timber Pointe Lane
Hudson, Illinois 61748
309.365.8021 phone
309.365.8934 fax



PROCLAMATION
Declaring the Official Christmas Ornament
For the City of Bloomington, Town of Normal
and McLean County, Illinois

WHEREAS, Easter Seals-UCP is offering a Christmas ornament for 2003, its fourteenth year, which features the Lincoln Bench; and

WHEREAS, each ornament comes with a numbered limited edition Certificate highlighting the history of the Lincoln Bench and Abraham Lincoln in Bloomington; and

WHEREAS, all of the proceeds from the sale of the said ornament will benefit the programs and services of Easter Seals-UCP in McLean County, including pediatric therapy services as well as programs at Timber Pointe Outdoor Center located at Lake Bloomington; and

WHEREAS, the Easter Seals ornament represents our hope that each and every person who is working to overcome a disability will be given the opportunity to lead an independent and productive life,

NOW, THEREFORE, We, Judy Markowitz, as Mayor of the City of Bloomington, Chris Koos, as Mayor of the Town of Normal and Michael Sweeney, as Chairman of the McLean County Board, do hereby proclaim the ornament to be the official City of Bloomington, Town of Normal and County of McLean Christmas Ornament for 2003 and urge our citizens to support the programs and services of Easter Seals-UCP by purchasing one of these limited edition ornaments.

AND FURTHER, we urge community awareness of the efforts of Easter Seals-UCP on this ? day of ? 2003.

Judy Markowitz
Mayor - Bloomington

Chris Koos
Mayor - Normal

Michael Sweeney
Chairman - McLean County Board

Tracey Covert
City Clerk - Bloomington

Wendy Briggs
City Clerk - Normal

Peggy Ann Milton
County Clerk-McLean



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

October 16, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management and Young Architects Group to approve the preliminary design and layout for the Health Department Parking Lot and the Parking Lot immediately adjacent to the West Side of the Law and Justice Center.

Your PROPERTY COMMITTEE further respectfully recommends that the preliminary design and layout be included in the County's Five-Year Capital Improvement Plan.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. Kinzinger
Cathy Ahart

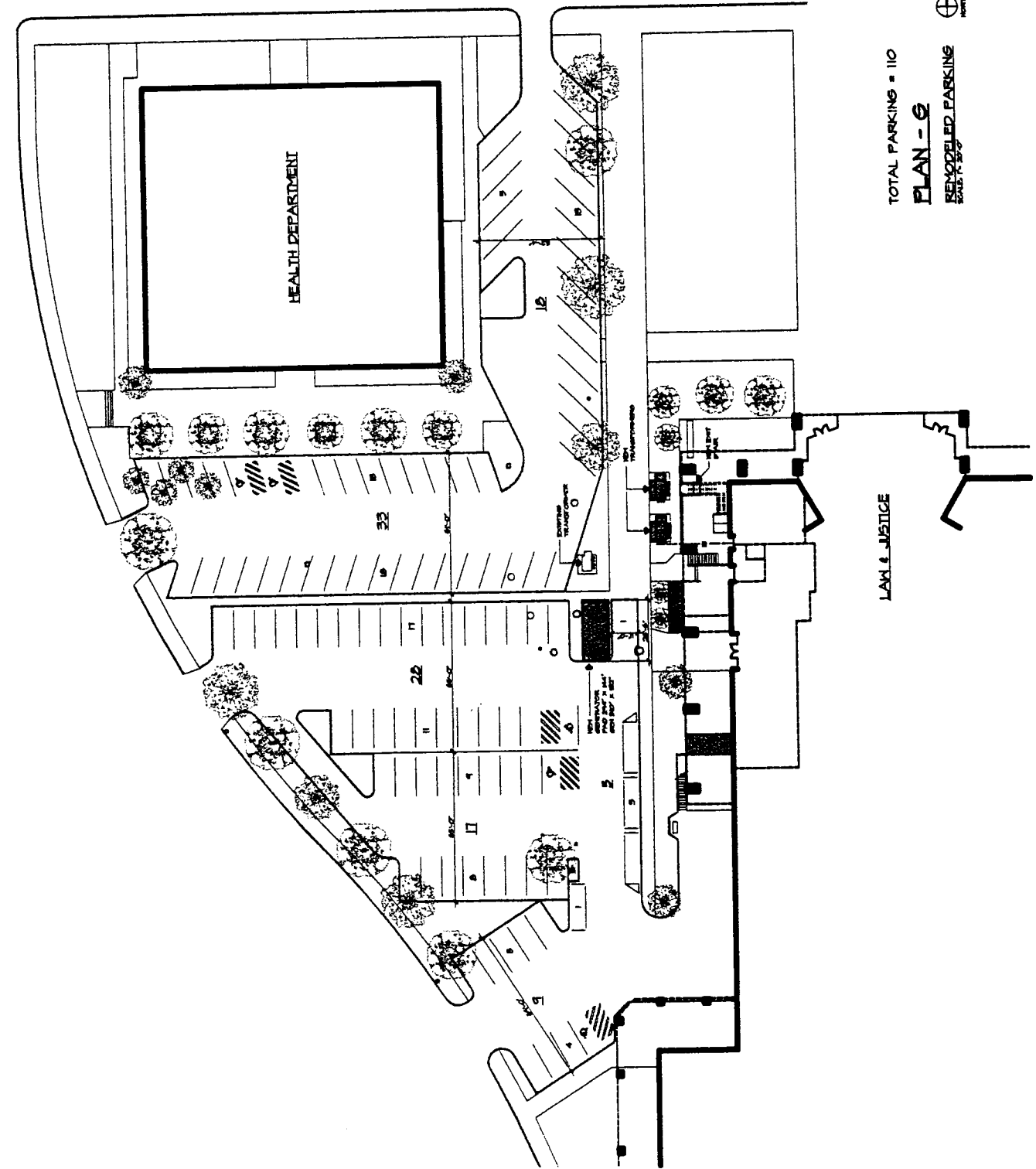
District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David W. Selzer

District #8
Paul R. Segobiano
Tarl Renner

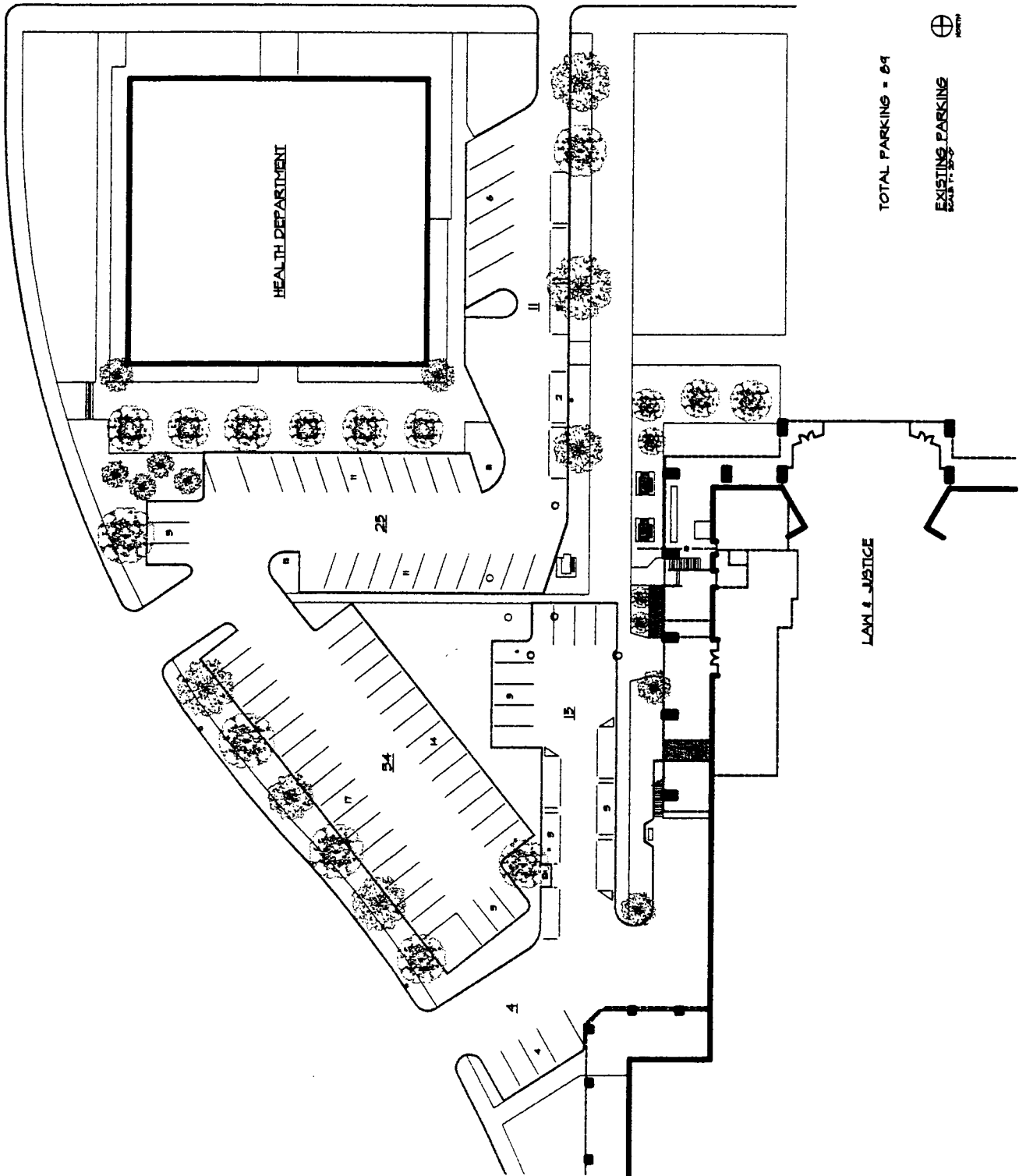
District #10
Benjamin J. Owens
Bob Nuckolls



TOTAL PARKING = 110
PLAN - 6
REMODELLED PARKING
SCALE: 1/8" = 1'-0"



PROJECT	LAW & JUSTICE REPAIR
ARCHITECT	YOUNG ARCHITECTS
DATE	07-14-03
PROJECT NO.	1331
PROJECT	
SCALE	C-1.0



TOTAL PARKING = 89

EXISTING PARKING
 SCALE: 1" = 20'

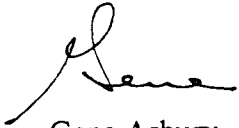
Mr. Jack Moody - Director
McLean County Facilities Management
Law and Justice Center
104 W. Front
Bloomington, IL. 61701

RECEIVED
SEP 22 2003
Facilities Mgt. Div.

Jack

Attached is an 8 1/2" x 11" print of the proposed revision of the parking lot on the west side of the Law and Justice Center, originally created to locate the new transformers and the new generator with this possible parking layout in mind.

Also attached is a print of the existing parking area for reference.



Gene Asbury, Young Architects.

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Regional Office of Education for McLean/
DeWitt/Livingston Counties**

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	3
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	5
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. **Rent.**
 - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$39,078.25. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

Page two

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

Page three

7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

Page four

- c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
- 10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
 - 11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
 - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
 - (i) ROE shall immediately notify COUNTY of the event;
 - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

Page six

- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

Page seven

inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of ROE's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:

Page eight

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
 - b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

Page nine

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to ROE:

Superintendent
Regional Office of Education for McLean/DeWitt/Livingston Counties
905 N. Main Street
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES

COUNTY OF McLEAN

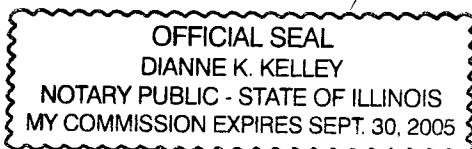
By: C. Lawrence Dejeu

By: [Signature]
Chairman, McLean County Board

ATTEST:

By: [Signature]

By: [Signature]
Clerk of the McLean County Board



ROE04.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	2
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Insurance and Indemnity.</u>	2
9. <u>Conduct.</u>	4
10. <u>Signs.</u>	4
11. <u>Estoppel.</u>	4
12. <u>Access to Premises.</u>	4
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15. <u>Destruction.</u>	6
16. <u>Insolvency.</u>	6
17. <u>Assignment and Subletting.</u>	6
18. <u>Default.</u>	6
19. <u>Termination; Surrender of Possession.</u>	7
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Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. **Rent.**
 - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$22,244.95. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or

property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgments, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
13. **Hazardous Material.**
 - a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,

- (i) GED shall immediately notify COUNTY of the event;
- (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

- c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

Page seven

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

Page eight

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to GED:

Superintendent
G.E.D. Adult Literacy Program
905 N. Main Street
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

G.E.D. ADULT EDUCATION
LITERACY PROGRAM

By: Joyce H. Pritsch

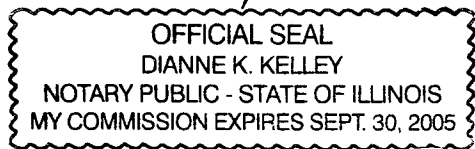
ATTEST: Dianne K. Kelley

GED04.Doc

COUNTY OF McLEAN

By: [Signature]
Chairman, McLean County Board

By: [Signature]
Clerk of the McLean County Board



LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as 'BUILDING'); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2004, and terminate on December 31, 2004.
2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$7,663.88 for the term of this lease agreement, payable in twelve equal monthly installments of \$638.66 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.
 - b. All rent payments shall be mailed to the below address:

McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;
 - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
 - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
 - c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and

stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

- a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,
- (i) YWCA shall immediately notify COUNTY of the event;
 - (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
 - c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

Page seven

inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of YWCA's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
 - b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

Page nine

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director
YWCA of McLean County
905 N. Main Street, 1st Floor
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.

28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

YWCA04.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Board of Election Commissioners
City of Bloomington**

As Tenant

For

Office Space Located on the 4th Floor of
200 W. Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Utilities.</u>	1
5. <u>Building Common Areas.</u>	1
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	2
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	4
15. <u>Condemnation.</u>	5
16. <u>Destruction.</u>	5
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	6
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	7

22. <u>Notices.</u>	8
23. <u>Agency.</u>	8
24. <u>Partial Invalidity.</u>	8
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Board of Election Commissioners for the City of Bloomington (hereinafter referred to as "BEC"), as tenant, desire to continue a lease agreement for office space consisting of 2,564 s.f. located on the northeast side of the fourth floor of the 200 W. Front Street Building, Bloomington, Illinois (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on **January 1, 2004**, and terminate on **December 31, 2004**.
2. **Rent.**
 - a. Rent shall be \$14,472.24 per year, payable in twelve equal monthly installments of **\$1,206.02**.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400**
 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** BEC shall use the aforementioned leased premises only for the purposes of its general business office. BEC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. BEC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all utilities except telephone and data.
5. **Building Common Areas.** BEC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of BEC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of BEC employees, agents, or clients. BEC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. BEC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. BEC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking stalls to BEC.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by BEC without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of BEC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to BEC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by BEC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by BEC that BEC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. BEC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** BEC agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's

fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. BEC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting BEC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** BEC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by BEC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from BEC business. BEC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after BEC is given written request for same. COUNTY shall bill BEC without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** BEC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by BEC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. BEC shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. BEC shall furnish COUNTY additional certificates of BEC's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only

with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** BEC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by BEC without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** BEC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** BEC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of BEC, its agents, employees, invitees, clients, or licensees,
- (i) BEC shall immediately notify COUNTY of the event;
 - (ii) BEC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) BEC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) BEC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) BEC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** BEC expressly covenants and agrees that the duties, obligations, and liabilities of BEC under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon BEC and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit BEC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of BEC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of BEC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or BEC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor BEC shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be

abated in proportion to the area of the leased premises which is rendered untenable by BEC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or BEC shall have the right to terminate this lease, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if BEC shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of BEC shall be appointed by reason of BEC's insolvency or inability to pay its debts, or if any assignment shall be made of BEC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of BEC hereunder, by giving BEC notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** BEC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If BEC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which BEC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if BEC shall abandon or vacate the premises during the term of this lease, or if BEC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to BEC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by BEC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by BEC to COUNTY.

- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate BEC's right of possession and repossess the leased premises without demand or notice of any kind to BEC, in which case COUNTY may relet all or any part of the leased premises. BEC shall be responsible for all costs of reletting. BEC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of BEC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, BEC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at BEC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to BEC's business and repair any damages caused by such removal; and
- b. If BEC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of BEC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to BEC or to any other person. The failure of BEC to remove any property from the leased premises shall forever bar BEC from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of BEC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by BEC.

Page eight

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to BEC:

Executive Director
Bloomington Board of Election Commissioners
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

Page nine

25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of BEC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8), of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

BLOOMINGTON BOARD OF
ELECTION COMMISSIONERS

By: _____

ATTEST:

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
Clerk of the McLean County Board

BBECOMM04.DOC

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Tenant's Use and Operation</u>	1
3. <u>Utilities</u>	1
4. <u>Building Common Areas</u>	1
5. <u>Maintenance and Repair</u>	2
6. <u>Parking</u>	2
7. <u>Alterations</u>	2
8. <u>Insurance and Indemnity</u>	3
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
9. <u>Conduct</u>	4
10. <u>Signs</u>	4
11. <u>Estoppel</u>	4
12. <u>Access to the Premises</u>	5
13. <u>Hazardous Material</u>	5
a. <u>Prohibition</u>	5
b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
c. <u>Survival</u>	6
14. <u>Condemnation</u>	6
15. <u>Destruction</u>	6

16.	<u>Insolvency</u>	6
17.	<u>Assignment and Subletting</u>	7
18.	<u>Default</u>	7
19.	<u>Termination; Surrender of Possession</u>	8
20.	<u>Waiver</u>	8
21.	<u>Notices</u>	8
22.	<u>Agency</u>	9
23.	<u>Partial Invalidity</u>	9
24.	<u>Holding Over</u>	9
25.	<u>Successors</u>	9
26.	<u>Right to Terminate</u>	10
27.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to terminate the lease agreement for 2,358 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, and enter into a new lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

Term. The term of this lease agreement shall commence on January 1, 2004, and terminate on December 31, 2004.

Further, it is mutually agreed by the parties that all previous leases entered into between CAC and COUNTY are hereby null and void on the date CAC occupies the office space on the 5th floor of BUILDING.

2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients.

Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.
6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. Insurance and Indemnity.

a. Covenants to Hold Harmless. CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such

insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.**

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. **Conduct.** CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

Page five

12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs; additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

- c. **Survival.** CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.
14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be

appointed by reason of CAC's insolvency or inability to pay its debts , or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. Assignment and Subletting. CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. Default. If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

Page ten

benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: Belle Lark
Executive Director

By: Michael F. Sweeney
Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: Linda Patterson

By: Peggy Ann Milton
Peggy Ann Milton, Clerk of
the McLean County Board

CASALease04.Doc

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the

19. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
a. Rent	1
b. Definition of Rent	1
c. Mailing Address for Rent Payments	1
d. Rent payment due date	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Utilities</u>	1
5. <u>Building Common Areas</u>	2
6. <u>Maintenance and Repair</u>	2
7. <u>Parking</u>	2
8. <u>Alterations</u>	2
9. <u>Insurance and Indemnity</u>	3
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
10. <u>Conduct</u>	4
11. <u>Signs</u>	4
12. <u>Estoppel</u>	4
13. <u>Access to the Premises</u>	5

14.	<u>Hazardous Material</u>	5
	a. <u>Prohibition</u>	5
	b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
	c. <u>Survival</u>	6
15.	<u>Condemnation</u>	6
16.	<u>Destruction</u>	6
17.	<u>Insolvency</u>	7
18.	<u>Assignment and Subletting</u>	7
19.	<u>Default</u>	7
20.	<u>Termination; Surrender of Possession</u>	8
21.	<u>Waiver</u>	8
22.	<u>Notices</u>	8
23.	<u>Agency</u>	9
24.	<u>Partial Invalidity</u>	9
25.	<u>Holding Over</u>	9
26.	<u>Successors</u>	9
27.	<u>Right to Terminate</u>	10
28.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on December 1, 2003, and terminate on June 30, 2004.
2. **Rent.**
 - a. Rent shall be or \$20,249.25 for 4,588 s.f. of office space, payable in seven equal monthly installments of \$2,892.75.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

**McLean County Treasurer
P.O. Box 2400
Bloomington, Illinois 61702-2400**
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

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a. **Covenants to Hold Harmless.** CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

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Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
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conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

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14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

- 15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
- 16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

Page nine

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

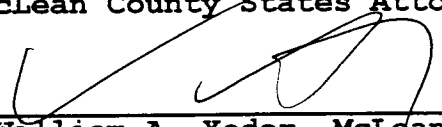
b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

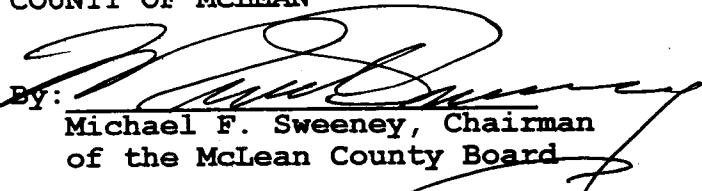
IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 21st day of October, 2003.

APPROVED:

McLean County States Attorney

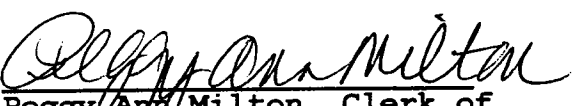
By: 
William A. Yoder, McLean
County States Attorney

COUNTY OF McLEAN

By: 
Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: _____

By: 
Peggy Ann Milton, Clerk of
the McLean County Board



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

October 16, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Circuit Clerk to purchase one Kodak 2400DSV Digital Microfilm Reader/Printer to replace the microfilm reader/printer that was purchased in 1990.

Funding for the purchase of the Kodak 2400DSV Digital Microfilm Reader/Printer and the ongoing maintenance has been appropriated in the fiscal year 2003 adopted budget of the Circuit Clerk's Court Document Storage Fund.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
George J. Gordon
Dawn M. Selzer

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #8
Paul R. Segobiano
Tarl Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls



BELL & HOWELL
Imaging Solutions

Tom Tevebaugh
Crane Imaging Solutions, Inc.
Authorized Broker,
Kodak Document Imaging
11789 Dundee Drive
Belvidere, IL 61008
Phone: 815-885-1306
Fax: 815-885-1306
Email: Ttevebaugh@aol.com
*Both New & Pre-owned Microfilm Equipment
Affordable Imaging - Micrographic Replacement Solutions
Professional Film & Film Processing Lab
Complete Line of Supplies at Everyday Discount Prices*

Configured for 16&35mm rolls, positive & negative films, plus jackets & microfiche

McLean County Circuit Clerk
Kodak 2400DSV Digital Reader/Printer - Revised 8/28/03

DESCRIPTION	INVESTMENT
2400DSV Digital Film Scanner	\$ 10,235.00
Complete with:	
- Automatic exposure control. Auto bimodal printing (Pos. & Neg. film)	
- Auto image centering, auto masking, auto image rotation, and auto skew correction are all standard.	
23-50x Zoom Lens	INCL
MPS3000 Heavy Duty Laser Printer	INCL
- Letter, legal, and ledger sized printing. Heavy duty unit, 20ppm speed.	
Motorized COMBO Roll & Fiche Carrier 70	INCL
- Universal 16&35mm rolls and/or microfiche retrieval w/out carrier changing.	
Optional Workstation (recommended)	238.00
RECOMMENDED CONFIGURATION.....	\$ 10,473.00
LESS NEW STATE & LOCAL DISCOUNT	-(1,836.00)
NET INVESTMENT	\$ 8,637.00
Standard freight is free	
Includes Kodak installation & training	
Kodak 90 day factory warranty included	
OPTION:	
13x to 27x Zoom Lens Add \$495	
SUPPLIES:	
MSP3000 Toner Cartridges	\$ 195.00/ea.
OPTIONAL KODAK SERVICE CONTRACT:	
2400DSV Digital Reader/Printer	\$ 1,010/yr.
Motorized Combo Roll/Fiche Carrier	INCL
Complete coverage for all service calls, all labor, and all parts except consumable items like lamps and toner. A preventative inspection is included.	



BELT-HOWELL
Imaging Solutions

Tom Tevebaugh
Crane Imaging Solutions, Inc.
Authorized Broker,
Kodak Document Imaging
11789 Dundee Drive
Belvidere, IL 61008

Phone: 815-885-1305
Fax: 815-885-1306
Email: Ttevebaugh@aol.com

*Both New & Pre-owned Microfilm Equipment
Affordable Imaging - Micrographic Replacement Solutions
Professional Film & Film Processing Lab
Complete Line of Supplies at Everyday Discount Prices*

Fax: Page 1 of 2

Date: 8/28/03
To: Phyllis Nelson
From: Tom Tevebaugh
Re: Revised Proposal for Kodak 2400DSV Digital Reader/Printer

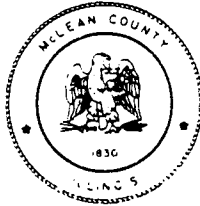
Hi Phyllis:

I added the 13x to 27x zoom lens as an option. The 23x to 50x is still included in the 2400DSV pricing. This should cover your full range of magnification needs.

Thanks again,

Tom Tevebaugh

LAW & JUSTICE CENTER
104 West Front Street Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



SANDRA K. PARKER
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES
Criminal: Room 303
888-5320
Divorce/Family: Room 404
888-5305
Civil: Room 404
888-5340
Small Claims: Room 404
888-5330
Traffic: Room 303
888-5310

MEMORANDUM

To: Honorable Members of the Justice/Public Safety Committee
McLean County Board
John Zeunik, County Administrator

From: Sandra K. Parker, Circuit Clerk *Sandy*

Date: September 30, 2003

Re: Purchase of Microfilm Reader-Printer

The Circuit Clerk's Office is in need of a replacement Microfilm Reader-Printer. The current reader-printer (Bell and Howell) was acquired in 1990. For the past 2 years, it has been steadily declining and the recent repair estimate following the explosion was a minimum of \$1,317.00 with the service provider indicating that he suspected even more needed repairs would be found once the machine was opened up. The Bell and Howell machine is no longer manufactured.

We received three price proposals. One price proposal was not considered since it would not read our 35MM film. We have a mixture of 35MM film and 16MM film. Both must be accessible to staff/public.

The two proposals considered were from Canon and Kodak. The Canon product was demonstrated in the McLean County Recorder's Office. The Kodak product was brought on site and demonstrated.

Of the two proposals, we feel the Kodak product is the best choice. It is the less expensive of the two proposals, and seems to be easier to operate on an infrequent basis. It has a less modern film feeder, however it is gentler on the film and will provide more protection against scratches and breakage. We have had excellent service results with our Bell and Howell equipment, and the same service person will cover the Kodak purchase.

The Kodak product offers slightly better time on clearing the screen to print, as well as slightly faster printing time. It has a de-skewing feature, which will automatically straighten a crooked image as well. The DPI on the Kodak product is 600 as compared to 400 on the Canon.

We will recoup the six remaining months of our pre-paid maintenance without any penalties by accepting the Kodak proposal. Jennifer Ho has advised that the County's property insurance will pay the \$1,317.00 estimated cleaning and re-conditioning costs as a part of the settlement from the damages caused by the transformer explosion.

The remaining costs of acquisition and on-going maintenance will be covered by the Circuit Clerk's Document Storage Fund.

READER/PRINTER COMPARISON
FOR USE OF 35MM AND 16MM MICROFILM

<u>CANON</u>			
reader printer			
2 lenses, 1 paper	\$	8,750.00	
tray, no stand			
	\$		8,637.00
Stand	\$	473.00	495.00
auto paper tray			
selection for 2 paper	\$	599.00	
sizes			
Toner	\$	173.00	195.00
Service Agreement	\$	910.00	1,010.00
Total	\$	10,905.00	10,337.00
Option			
extra paper tray/	\$	116.00	
manual change			
Total w/manual tray	\$	10,422.00	
option instead of auto			
tray selection			

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION OF APPOINTMENT OF SCOTT LAY AS A
MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

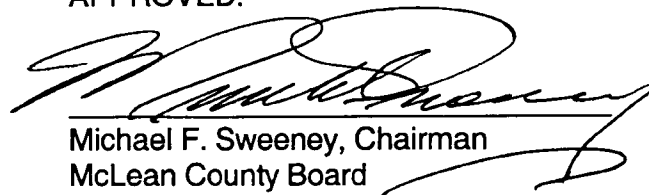
WHEREAS, due to the resignation of Rick Percy, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Scott Lay for the remainder of a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2004 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Scott Lay and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 21st day of October 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

E:\ann\aptRPC_Lay.res

Members Owens/Renner moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Chairman Sweeney presented the following:

James C. "Chris" Kalapp

405 South Clayton Street
Bloomington, Illinois 61701
(309) 821-0131
cfkalapp@verizon.net

Objective

To serve as a McLean County Board Member, representing District 9, wherein I am a resident. I feel my level of experience and willingness to work hard can be an asset to my community and to the Board.

Military Service

1978 – 1984

United States Navy

- USS Scamp (SSN-588)
 - Submarine Service qualified (Nuclear)
 - Sea Service Ribbon
- USS Albuquerque (SSN-706)
 - Navy-Marine Corp Medal of Heroism
 - Submarine Service qualified (Nuclear)
 - Good Service Medal
 - Honorable Discharge

Education

1990

BSBA, Finance, University of Central Florida

Professional

1991 – current

State Farm Insurance Companies

- 2002 – current State Farm Bank – Senior Information Specialist
- 1999 – 2002 Home - Systems – Financial Business Analyst
- 1994 – 1999 Florida Region - Special Investigative Unit
- 1991 – 1994 Florida Region - Claim Representative

Political

2000 – current

Precinct Committeeman, City of Bloomington, Precinct 23

Assisted in the following campaigns and events:

- 2000, 2002 Tim Johnson, US Representative, IL-15th
- 2000, 2002 Dan Brady, State Representative, District 88
- 2002 Bill Brady, State Senator, District 44
- 2001, 2003 McLean County Fair – GOP Booth
- 2003 Lincoln-Reagan Day Dinner

1984

Assisted in the campaign of Dave Weldon, US Representative, FL-15th

Civic

2001 – current

Vice-President Dimmitt's Grove Neighborhood Association
Bloomington, IL

2003

Planning/Logistics FireFall at the Fairgrounds, First Assembly of God
Secretary Sheridan Woods Neighborhood Association, West
Melbourne, FL

1992 – 1994

Scoutmaster Boy Scouts of America, Troop 450, Ft. Pierce, FL

James C. "Chris" Kalapp

405 S. Clayton Street
Bloomington, IL 61701
(309) 821-0131

September 4, 2003

Mr. John Zeunik, County Administrator
McLean County Board
104 W. Front Street
Bloomington, IL 61701

HAND-DELIVERED

RE: McLean County Board
District 9

Dear Mr. Zeunik:

I would like to make known to you my interest in the position of McLean County Board, District 9, formerly held by Adam Kinzinger.

I have expressed my interest in the position to McLean County Board Members, Mike Sweeney, Chairman, and to Matt Sorensen, Vice-Chairman. Also, Adam Kinzinger and I have met at various times to discuss the future of District 9.

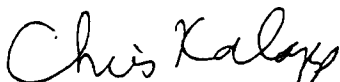
To give you a brief description of my family, my wife, Faye, and I were born and raised in Florida, were married in 1986 and moved to Illinois in 1999. We have a beautiful daughter who has just entered kindergarten.

For an overview of my professional, civic and political experience please see my attached résumé.

If you should have any questions, please do not hesitate to contact me during office hours at: (309) 735-1872; or in the evenings or weekends at: (309) 821-0131.

Thank you for your consideration.

Sincerely,



James C. "Chris" Kalapp

Attachment (1)

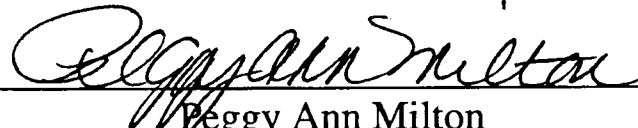
State of Illinois)
) ss.
County of McLean)

Oath of Office

I, James C. "Chris" Kalapp, having been appointed to the office of County Board Member, in County Board District 9, in the County of McLean and the State of Illinois, do solemnly swear, or affirm, that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of McLean County Board Member, District 9 to the best of my ability.


(Signature)

Signed and sworn to (or affirmed) before me on October 21, 2003.


Peggy Ann Milton
McLean County Clerk

Members Hoselton/Berglund moved the County Board approve the Chairman's Recommendation on Appointment to County Board District #9. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Clerk Milton administered the oath of office to newly appointed Member, Chris Kalapp.

Chairman Sweeney presented the following:

A RESOLUTION OF THE
McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES, SUBCOMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE
McLEAN COUNTY BOARD

WHEREAS, on April 17, 2001, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on Monday, December 2, 2002, the McLean County Board approved a Resolution which amended the *Rules of the County Board* of McLean County, as adopted on April 17, 2001, and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board* of McLean County, in case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on the standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof; and

WHEREAS, pursuant to the Section 5.11-3 of the *Rules of the County Board* of McLean County, when a vacancy has been created on a Committee of the Board, the Chairman of the Board shall have the authority to fill the vacancy by shifting a Board Member from another Committee, providing the affected Board Member gives consent; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
B.H. "Duffy" Bass
P.A. "Sue" Berglund
George Gordon
Diane R. Bostic
Tari Renner
Paul R. Segobiano
Stan Hoselton

Finance Committee

Matt Sorensen, Chairman
P.A. "Sue" Berglund, Vice Chairman
~~Adam D. Kinzinger~~
Robert Nuckolls
David F. W. Selzer
Duane L. Moss
James C. "Chris" Kalapp

Justice Committee

Tari Renner, Chairman
~~Adam D. Kinzinger, Vice Chairman~~
~~Susie Johnson~~
Robert Nuckolls, Vice Chairman
Bette Rackauskas
"Sonny" Rodgers
Benjamin Owens

(2)

Property Committee

Diane R. Bostic, Chairman
Dave F. W. Selzer, Vice Chairman
~~Benjamin Owens~~
Rick Dean
Cathy Ahart
Duane L. Moss
James C. "Chris" Kalapp

Land Use and Development Committee

George Gordon, Chairman
~~Susie Johnson, Vice Chairman~~
Paul R. Segobiano, Vice Chairman
Don Cavallini
Bette Rackauskas
Cathy Ahart

Transportation Committee

B. H. "Duffy" Bass, Chairman
Stan Hoselton, Vice Chairman
Benjamin Owens
Don Cavallini
Rick Dean
"Sonny" Rodgers

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Rules Subcommittee

Matt Sorensen, Chairman
George Gordon, Vice Chairman
~~Adam D. Kinzinger, Vice Chairman~~
David F. W. Selzer
Tari Renner

Legislative Subcommittee

P.A. "Sue" Berglund, Chairman
George Gordon, Vice Chairman
Matt Sorensen
Stan Hoselton
Rick Dean

Liquor Control Commission

Michael F. Sweeney, Chairman
Stan Hoselton, Vice Chairman
Diane R. Bostic
~~Susie Johnson~~
Rick Dean

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

(3)

(4) This Resolution shall become effective immediately upon approval and adoption.

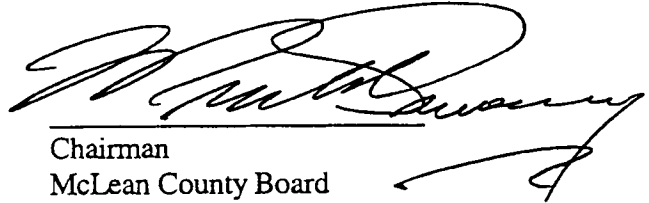
ADOPTED by the McLean County Board this 21st day of October, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Chairman
McLean County Board

\\nas1\nadmin\$\Ann\Resolution - Standing Committees.doc

Members Sorensen/Bass moved the County Board approve a Request for Approval of a Resolution Approving the Chairman's Appointments to the Standing Committees, Subcommittees, and the Liquor Control Commission of the McLean County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sweeney stated the following: I am going to ask that the applications to fill the vacancy in County Board District #4 be in the Administrator's Office by Friday, November 7, 2003 at 12:00 p.m. After we receive the applications, we are going to invite all candidates to attend the Executive Committee meeting on November 12, 2003, which is a Wednesday. You and I will then make the appointment on November 18, 2003 at the full Board meeting. Members Owens/Renner moved the County Board approve the Declaration of a Vacancy in the County Board District #4. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE
FOOD SERVICE

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 3, 2003, that permit fees be increased, and clarifications be made to the ordinance, and

WHEREAS, the Finance Committee at their _____ 2003, meeting has concurred with such recommendation, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 26 be and hereby is amended to read as follows:

Food Service Establishments Section

26.08 PERMIT

It shall be unlawful for any person to operate a food-service establishment within the County of McLean, or its police jurisdiction, who does not possess a valid permit which shall be issued annually to him by the Board of Health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person and place to another person and place or from one mobile unit to another mobile unit. A valid permit shall be framed and posted in conspicuous view of the public in every food-service establishment.

26.08-6 Food Service Establishment Permit Fees. The annual fees for these food permits shall be:

CLASS A Permit	-	\$357.00	\$368.00
CLASS B Permit	-	\$269.00	\$277.00
CLASS C Permit	-	\$180.00	\$185.00
CLASS D Permit	-	Reserved for future use	
CLASS E Permit	-	Reserved for future use	
CLASS F Permit	-	No Fee	

26.08-7 Fees for first permits. The fee for the first permit issued to an owner, for each food service establishment owned or operated, shall be increased by 40% of the annual fee for that establishment. If a business changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

26.14 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards or, ~~in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

All new or replacement ice bins, where ice is used for both cooling beverage products and stored for human consumption, shall have an integral cold plate as original equipment from the manufacturer.

Retail Food Stores Section

26.26 PERMIT

It shall be unlawful for any person to operate a retail food store within the County of McLean, or its police jurisdiction, who does not possess a valid permit which shall be issued annually to him by the Board of Health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person and place to another person and place or from one mobile unit to another mobile unit. A valid permit shall be framed and posted in conspicuous view of the public in every food-service establishment.

26.26-6 Retail Food Store Permit Fees. The annual fees for these food permits shall be:

CLASS A Permit	-	\$357.00	<i>\$368.00</i>
CLASS B Permit	-	\$269.00	<i>\$277.00</i>
CLASS C Permit	-	\$180.00	<i>\$185.00</i>
CLASS D Permit	-	\$180.00	<i>\$185.00</i>
CLASS E Permit	-	\$ 88.00	<i>\$ 91.00</i>
CLASS F Permit	-	No Fee	

26.26-7 First permit fee. The fee for the first permit issued to an owner, for each retail food store owned or operated, shall be increased by 40% of the annual fee for that establishment. If a business changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

26.34 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards or, ~~in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

Bed and Breakfast Establishments Section

26.58-1 Bed and Breakfast Permit Fees. The annual fees for these permits shall be:

CLASS H Permit	-	\$269.00	<i>\$277.00</i>
CLASS I Permit	-	\$180.00	<i>\$185.00</i>

26.08-7. Fees for first permits. The fee for the first permit issued to an owner, for each bed and breakfast establishment owned or operated, shall be increased by 40% of the annual fee for that establishment. If a bed and breakfast establishment changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

Temporary Food Establishments Section

26.85 PERMIT

It shall be unlawful for any person to operate a temporary food establishment within the County of McLean, or its police jurisdiction, who does not possess a valid permit issued by the Board of health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person or establishment to another person or establishment or from one mobile unit to another. A valid permit shall be framed and posted in conspicuous view of the public in every temporary food establishment or the establishment cannot open.


26.91 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards or, ~~in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service. In addition, adequate cold holding equipment must be provided to maintain potentially hazardous cold foods at 41°F or below. Mechanical refrigeration must be provided for temporary food events lasting 2 days or longer. Mechanical refrigeration is strongly recommended for all temporary food events.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

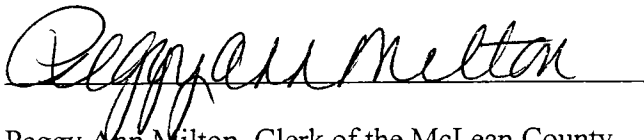
This amendment shall become effective and in full force on January 1, 2004. Adopted by the County Board of McLean County, Illinois, this 10/21 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the McLean County
Board of McLean County

AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE
HEALTH AND SANITATION

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 3, 2003, that permit and license fees be increased, and clarifications be made to the Ordinance, and

WHEREAS, the Finance Committee at their _____, 2003 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 is and hereby is amended to read as follows:

28.53 GRAVEL-LESS CHAMBER TYPE SEEPAGE FIELD REQUIREMENTS

When gravel-less chamber type systems are installed an inspection port shall be installed on each trench lateral to allow inspections to be made to determine the operating condition of the system. The inspection port shall be located approximately in the middle of each lateral. A solid concrete pad or block shall be placed beneath each inspection port to ensure a solid trench bottom surface so an accurate effluent depth can be determined during the inspection process. The top surface of the pads or blocks shall be level with the trench bottom.

28.57 Permit Fees. The annual fees for these private sewage disposal system permits shall be:

(A)	Septic tank or Imhoff tank	\$68.00	<u>\$70.00</u>
(B)	Aerobic treatment plant	\$68.00	<u>\$70.00</u>
(C)	1. Subsurface seepage field	\$100.00	<u>\$103.00</u>
	2. Seepage bed	\$100.00	<u>\$103.00</u>
	3. Sand filter (buried or recirculating)	\$100.00	<u>\$103.00</u>
	4. Waste stabilization pond	\$100.00	<u>\$103.00</u>
	5. 8" or 10" gravel-less seepage field	\$100.00	<u>\$103.00</u>
	6. Chamber systems	\$100.00	<u>\$103.00</u>
(D)	Treatment unit(s) and waste stabilization pond	\$133.00	<u>\$137.00</u>
(E)	Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$133.00	<u>\$137.00</u>
(F)	Private sewage mound (77 Ill. Adm Code 906)	\$133.00	<u>\$137.00</u>

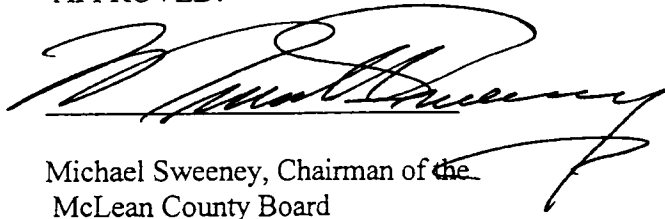
(G) Holding tank(s)	\$133.00	<u>\$137.00</u>
(H) Dump station	\$133.00	<u>\$137.00</u>
(I) Any other system for which a variance in accordance with Section 28.60 of this Ordinance, has been issued.	\$133.00	<u>\$137.00</u>

28.57-1 License Fees The non-refundable fees for the following licenses are:

(A) Installer license	\$190.00	<u>\$196.00</u>
(B) Pumper license	\$190.00	<u>\$196.00</u>

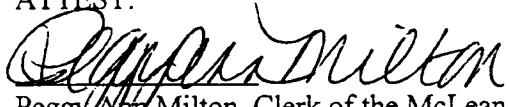
This amendment shall become effective and in full force on January 1, 2004. Adopted by the County Board of McLean County, Illinois, this 21st day of ~~November~~ ^{October} 2003.

APPROVED:



Michael Sweeney, Chairman of the
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the McLean
Board of McLean County

0601-2003 - 2004

Members Sorensen/Nuckolls moved the County Board approve the Requests for Approval of Proposed Amendments to the McLean County Revised Code, Chapter 26, Food Service and Chapter 28, Health and Sanitation - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID
AMENDMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF PUBLIC AID
AND
MCLEAN COUNTY

Pursuant to Article 8.2, Amendments and Change Orders, it is hereby agreed by and between the parties that the Agreement between the COUNTY and the DEPARTMENT OF PUBLIC AID, as entered into on July 8, 2003, is hereby amended. The original agreement language is set forth below followed by the amendatory language.

Article 2, Page 2.

LANGUAGE FROM THE ORIGINAL AGREEMENT

- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department is 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement.

AMEND TO READ

- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a written notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department shall be the lesser of 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement, or the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and 110 percent of the amount that would have been paid by

the Department absent this Agreement. Under no circumstances, however, shall the county retain more than 115% of the rate payable in the absence of this agreement.

Article 3, Page 2

LANGUAGE FROM THE ORIGINAL AGREEMENT

- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within three (3) business days, as defined herein, after receipt of the notification and shall be deposited into the Long-Term Care Provider Fund.

AMEND TO READ

- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within five (5) business days, as defined herein, after receipt of the payment and shall be deposited into the Long-Term Care Provider Fund.

Article 8.5, page 7

LANGUAGE FROM THE ORIGINAL AGREEMENT

2. Retention of Records. The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, 45 CFR Part 160, and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to

support the purported disbursement.

AMEND TO READ

2. Retention of Records. The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

All other terms and conditions of the intergovernmental Agreement shall remain in full force and effect, unchanged except as hereby amended.

In Witness Whereof, the DEPARTMENT and the COUNTY have caused this amendment to be executed to be effective October 1, 2003.

State of Illinois
Department of Public Aid

McLean County

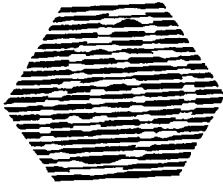
Director

Authorized Representative

Title

Date

Date



Rod R. Blagojevich, Governor
Barry S. Maram, Director

Illinois Department of Public Aid

201 South Grand Avenue East
Springfield, Illinois 62763-0001

Telephone: (217) 782-0545
TTY: (800) 526-5812

9/16/2003

Mr. Donald Lee
Administrator
McLean County Nursing Home
901 N. Main Street
Normal, IL 61761

Dear Mr. Lee:

Enclosed is an amendment to the intergovernmental transfer agreement with the State of Illinois regarding your county nursing home. This is necessary to correct some minor technical problems with the original. The effective date of the amendment will be October 1, 2003. Please sign and return each of the four enclosed originals as soon as possible, but no later than November 1, 2003.

The amendment:

- establishes a ceiling on the amount that the county would transfer to the state. This ensures that the county nursing home receives at least a ten percent rate increase, but no more than a fifteen percent increase, over the rate that DPA would pay absent this agreement. (Amendment to Article 2.2)
- clarifies that, with respect to the timing of the transfer from the county to the state, the timing for this transfer is activated by the county nursing facility's receipt of the payment rather than receipt of the notification of the amount of the transfer. Furthermore, the number of days that the county has to make this transfer is increased to five (from three). (Amendment to Article 3.2)
- makes a technical change by deleting flawed Health Insurance Portability and Accountability Act (HIPAA) references. (Amendment to Article 8.5 (B))

E-mail: dpa_webmaster@state.il.us

Internet: <http://www.dpaillinois.com/>

Please return the signed agreements to:

Bill Dart
IDPA-Medical Programs
Bureau of Long Term Care
201 South Grand Ave. East, 3rd Floor
Springfield, IL 62763

If you have questions about this amendment, please contact me via email at bill.dart@mail.idpa.state.il.us or phone at 217-524-7210.

Sincerely,



Bill Dart, Operations Manager
Bureau of Long Term Care

Enclosure

cc: Rebecca McNeil, County Treasurer
McLean County Law & Justice Center

Less enclosures

Members Sorensen/Selzer moved the County Board approve a Request for Approval to Amend the Intergovernmental Agreement between the Illinois Department of Public Aid and McLean County - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
DALE TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF BLOOMINGTON ("CITY TOWNSHIP"), DALE TOWNSHIP, and the COUNTY OF McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within DALE TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with DALE TOWNSHIP to promote further growth and development and to provide delivery of municipal and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, DALE TOWNSHIP, and the COUNTY have negotiated among themselves the following Agreement which addresses the responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and DALE TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, DALE TOWNSHIP and the COUNTY OF McLEAN as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, DALE TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to DALE TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within DALE TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to DALE TOWNSHIP a copy of the approved annexation

ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to DALE TOWNSHIP by January 30th of each year of all annexation from DALE TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and DALE TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within DALE TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of DALE TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by DALE TOWNSHIP each year as to properties remaining in DALE TOWNSHIP and located in the CITY. The CITY agrees to waive and release DALE TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from DALE TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical Model of

Revenue Sharing: Payment will be computed by applying the combined tax rate of DALE TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to DALE TOWNSHIP an amount per property equal to the combined tax rate of DALE TOWNSHIP and Road District for the year immediately preceding annexation to DALE TOWNSHIP applied to 12½ % of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation. The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from DALE TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, DALE TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DRY GROVE, OLD

TOWN and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and DALE TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the

provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and DALE TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved:

Mayor

Attest:

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

DALE TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
DRY GROVE TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), DRY GROVE TOWNSHIP, and the COUNTY
OF McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within DRY
GROVE TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with DRY GROVE
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, DRY GROVE TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and DRY GROVE
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, DRY GROVE TOWNSHIP and the COUNTY OF McLEAN as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, DRY GROVE TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to DRY GROVE TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within DRY GROVE TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to DRY GROVE TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to DRY GROVE TOWNSHIP by January 30th of each year of all annexation from DRY GROVE TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and DRY GROVE TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within DRY GROVE TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of DRY GROVE TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by DRY GROVE TOWNSHIP each year as to properties remaining in DRY GROVE TOWNSHIP and located in the CITY. The CITY agrees to waive and release DRY GROVE TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from DRY GROVE TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually_for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of DRY GROVE TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to DRY GROVE TOWNSHIP an amount per property equal to the combined tax rate of DRY GROVE TOWNSHIP and Road District for the year immediately preceding annexation to DRY GROVE TOWNSHIP applied to 12½% of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from DRY GROVE TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, DRY GROVE TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, OLD TOWN and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and DRY GROVE TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and DRY GROVE TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

DRY GROVE TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
OLD TOWN TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), OLD TOWN TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within OLD
TOWN TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with OLD TOWN
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, OLD TOWN TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and OLD TOWN
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, OLD TOWN TOWNSHIP and COUNTY OF McLEAN as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, OLD TOWN TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to OLD TOWN TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within OLD TOWN TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to OLD TOWN TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to OLD TOWN TOWNSHIP by January 30th of each year of all annexation from OLD TOWN TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and OLD TOWN TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within OLD TOWN TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of OLD TOWN TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by OLD TOWN TOWNSHIP each year as to properties remaining in OLD TOWN TOWNSHIP and located in the CITY. The CITY agrees to waive and release OLD TOWN TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from OLD TOWN TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of OLD TOWN TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to OLD TOWN TOWNSHIP an amount per property equal to the combined tax rate of OLD TOWN TOWNSHIP and Road District for the year immediately preceding annexation to OLD TOWN TOWNSHIP applied to 12½ % of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from OLD TOWN TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, OLD TOWN TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, DRY GROVE and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and OLD TOWN TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and OLD TOWN TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

OLD TOWN TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
TOWANDA TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), TOWANDA TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
TOWANDA TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with TOWANDA
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, TOWANDA TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and TOWANDA
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, TOWANDA TOWNSHIP and COUNTY OF McLEAN as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, TOWANDA TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to TOWANDA TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within TOWANDA TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to TOWANDA TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to TOWANDA TOWNSHIP by January 30th of each year of all annexation from TOWANDA TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and TOWANDA TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within TOWANDA TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of TOWANDA TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by TOWANDA TOWNSHIP each year as to properties remaining in TOWANDA TOWNSHIP and located in the CITY. The CITY agrees to waive and release TOWANDA TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from TOWANDA TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of TOWANDA TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to TOWANDA TOWNSHIP an amount per property equal to the combined tax rate of TOWANDA TOWNSHIP and Road District for the year immediately preceding annexation to TOWANDA TOWNSHIP applied to 12½ % of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from TOWANDA TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, TOWANDA TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, DRY GROVE and OLD TOWN TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and TOWANDA TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and TOWANDA TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

TOWANDA TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
NORMAL TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), NORMAL TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
NORMAL TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with NORMAL
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, NORMAL TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and NORMAL
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, NORMAL TOWNSHIP, and COUNTY OF McLEAN as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, NORMAL TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to NORMAL TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within NORMAL TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to NORMAL TOWNSHIP a copy of the approved

annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to NORMAL TOWNSHIP by January 30th of each year of all annexation from NORMAL TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and NORMAL TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Revenue sharing.** Within 60 days of receiving court approval of the settlement, the CITY or CITY TOWNSHIP shall pay the sum of \$30,000.00 to NORMAL TOWNSHIP as the first of ten such annual payments to be made by the CITY or CITY TOWNSHIP to NORMAL TOWNSHIP.

4. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

5. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

6. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

7. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

8. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

9. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and NORMAL TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

NORMAL TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
BLOOMINGTON TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and among the
CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF BLOOMINGTON
("CITY TOWNSHIP"), BLOOMINGTON TOWNSHIP and THE COUNTY OF McLEAN
("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
BLOOMINGTON TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with BLOOMINGTON
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, and BLOOMINGTON TOWNSHIP have
negotiated among themselves the following Agreement which addresses the responsibilities and
needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and BLOOMINGTON
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY, which
is ultimately responsible for assessments, collection, and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP, BLOOMINGTON TOWNSHIP, and the COUNTY as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, BLOOMINGTON TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and the CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to BLOOMINGTON TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within BLOOMINGTON TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to BLOOMINGTON TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to BLOOMINGTON TOWNSHIP by January 30th of each year of all annexations from BLOOMINGTON TOWNSHIP for the previous calendar year.

3(b). **Disconnected Township Roads.** The CITY will assume responsibility for any roads removed from BLOOMINGTON TOWNSHIP by annexation to the CITY. Whenever part of a road under the jurisdiction of BLOOMINGTON TOWNSHIP is separated from BLOOMINGTON TOWNSHIP by annexation but is not within the property annexed, the CITY shall assume all responsibility for maintenance on such separated road.

3(c). **Road Maintenance.** The CITY will assume maintenance responsibility, which does not include reconstruction, for all roads in BLOOMINGTON TOWNSHIP which lie between points in the CITY. The need for maintenance and the nature and type needed shall be determined by the City Manager. For purposes of this section, "maintenance" does not include plowing snow, agreements for which will be negotiated separately.

3(d). **Prior claims.** The CITY, CITY TOWNSHIP, and BLOOMINGTON TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(e). **Delayed annexation.** The parties agree that all properties within BLOOMINGTON TOWNSHIP, but also located within the CITY as of November 6, 2000 remain in BLOOMINGTON TOWNSHIP until December 31, 2010, at which time said properties will be transferred to the CITY TOWNSHIP. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the

CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by BLOOMINGTON TOWNSHIP each year as to properties remaining in BLOOMINGTON TOWNSHIP and located in the CITY. The CITY agrees to waive and release BLOOMINGTON TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(f). **Revenue sharing.** The parties agree that for all properties annexed or transferred from BLOOMINGTON TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually beginning in the year of the transfer for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows:

(i) A base payment as required by 60 ILCS 1/15-30 calculated by applying the combined tax rate of BLOOMINGTON TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value "EAV" of each annexed property for the same year (base "EAV"); and

(ii) An additional revenue sharing payment calculated by applying the combined tax rate of BLOOMINGTON TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP applied to 12½% of any increase in EAV of each annexed property for the payment year over the base EAV, and as shown on the Hypothetical Model of Revenue Sharing, attached hereto as Exhibit A.

The annual combined payments by the CITY to BLOOMINGTON TOWNSHIP for subject properties as calculated above shall be paid by December 31st of each year. The CITY

TOWNSHIP shall provide to BLOOMINGTON TOWNSHIP by December 31st of each year, complete accounting materials and computer data, in a format compatible with the McLean County Assessor's records, identifying all parcels and splits, assessed valuations, and calculates used in determining the annual payments to BLOOMINGTON TOWNSHIP. Both combined payments from the CITY and accounting materials from the CITY TOWNSHIP shall be provided to BLOOMINGTON TOWNSHIP for the ten year period following each annexation.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** Beginning with the current assessments for the year 2003 and continuing until said properties are transferred into the CITY TOWNSHIP, the CITY TOWNSHIP Assessor will provide assessments for properties located in BLOOMINGTON TOWNSHIP subject to paragraph 3(e) above. BLOOMINGTON TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor. In consideration for assessments provided by the CITY TOWNSHIP Assessor, BLOOMINGTON TOWNSHIP shall pay to the CITY TOWNSHIP by December 31st of each year assessment charges based on assessment rates by the CITY TOWNSHIP Assessor as shown on Exhibit B attached hereto, up to a maximum of \$27,000.00 for the first year (2003) and up to a maximum of \$20,000.00 per year thereafter (2004 through 2010).

6. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this

Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon proper resolution and vote at a meeting duly and lawfully called.

7. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

8. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein; notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

9. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon execution by the parties and shall remain in effect for twenty (20) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the twenty year period hereof and shall continue until their twenty year periods expire.

10. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity. The prevailing party shall be entitled to an award of all reasonable and necessary costs attorney's fees from the party or parties who do not prevail following said breach.

11. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

12. **DISCUSSIONS AND ARBITRATION.** Representatives of the parties to this Agreement will meet at least once per year to discuss matters pertaining to this Agreement. If there is a dispute over any term, the parties agree that the disagreement will be arbitrated by the Chief Judge of the Eleventh Judicial Circuit, or his/her designee, whose decision shall be advisory and who shall be allowed in his or her discretion to award reasonable and necessary costs and attorney's fees to the party or parties who prevail at arbitration against the party or parties who do not prevail at arbitration.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, BLOOMINGTON TOWNSHIP and COUNTY OF McLEAN do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

BLOOMINGTON TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

WILLIAM A. YODER


McLean County State's Attorney

Eric T. Ruud
First Assistant State's Attorney

Law and Justice Center, Room 701
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5110
FAX number: (309) 888 - 5111
internet: ericr@mclean.gov

MEMO

TO: Chairman and Members of the Finance Committee

FROM: Eric T. Ruud 

RE: Proposed Intergovernmental Settlement Agreements in Township Litigation

DATE: October 6, 2003

Enclosed are copies of the proposed intergovernmental settlement agreements for your review. Be advised that due to the time constraints associated with mailing out the agenda packet, you are receiving the proposed agreements in a "substantially completed" form. However, it is likely that the final version of these agreements will have to be handed out at the Finance Committee on Thursday. I apologize for any inconvenience in that regard.

If these agreements are acceptable to the Committee, they need to be considered for final action at the October 21st County Board meeting. Thereafter, the litigants in this case anticipate that the agreements will be ratified by the Circuit Court at our next hearing scheduled for October 28th.

Thank you for your kind consideration. Please call me if you have any further questions or concerns.

Enclosures

OVERVIEW OF TOWNSHIP LITIGATION SETTLEMENT AGREEMENTS

BRIEF HISTORY

In the late 1980's and early 1990's, the City annexed several parcels of land located in rural Bloomington Township. Since 1912, the City has a co-terminous township known as the Town of the City of Bloomington (City Township). Under State law at that time, as a City expands by annexation, so does its co-terminous township. Inevitably then, territory would be removed from the rural townships wherein the City is expanding.

In 1986, the law was amended permitting the rural townships to require a referendum on the disconnection of land from its territory whenever over 1% of its EAV is lost in one year. If the referendum passed, the land would go back to the rural township and be removed from the City. In 1991, the statute was again amended stating that such referenda will no impact on the City annexation.

In 1990, there was a referendum held in rural Bloomington Township, it passed, the City's annexation of land was disapproved, and the land remained a part of the rural township. The City continued to annex land in rural Bloomington Township and in the other townships surrounding the City. In 1995, rural Bloomington Township sued the City and City Township. The other townships surrounding the City joined in the suit.

These rural townships sought a court order declaring that the outcome of the 1990 referendum destroyed the co-terminous status of the City and City Township thereby terminating the City Township's automatic annexation of property when it was annexed by the City. The Appellate Court ruled in favor of the rural townships and the land that was previously annexed was re-connected to the rural townships.

Under another statute, the City obtained a sufficient amount of signatures for a referendum of its own. Passage of the City's referendum would place all of the territory within the corporate limits of the City into the City Township as well. The intended date for holding the referendum was November, 1998. After years of legal wrangling, the court approved the wording of the referendum and it was finally submitted to the voters on November 7, 2000. It passed.

The meaning of the results of this referendum was then litigated. The Court ruled that the result was that all territory lying within the City on November 7, 2000 is now a part of its co-terminous township. Rural Bloomington Township appealed and the Appellate Court ordered that the disputed parcels lying within rural Bloomington Township stay right where they are until the conclusion of the appeal. The disputed parcels lying within the other rural townships were returned to the City Township.

Several issues remained: if the City and the City Township are again coterminous as of November 7, 2000. What about future annexations? What about the ability of rural townships to stop annexations by holding referenda? What about the tax income that was derived by the City Township during the years the Appellate Court said that the disputed parcels were still part of the rural townships?

In an attempt to avoid further litigation, the parties agreed to take the case to a mediator. Former County Board member John Wenum was appointed by the court to be the mediator. After a few months of intensive negotiations with the mediator, the settlement agreements you now have before you were drafted and have been approved by the City, City Township and rural Townships. They are before this committee today for a recommendation to approve. If approved they should be sent to the County Board for approval at its October 21st meeting. The Court is expected to approve the settlement agreements at a hearing scheduled for October 28th.

THE AGREEMENTS

You have before you 6 proposed Intergovernmental Agreements. Each is intended as means by which to settle this long, complex and expensive litigation. Most of the provisions do not affect the County.

The Agreement with NORMAL TOWNSHIP is the simplest. In exchange for \$30,000 per year for 10 years from the City, NORMAL TOWNSHIP will drop all further claims for money or territory, will not contest the co-terminous status of the City and City Township and will not file for referenda to re-connect territory lost to annexation. The City will also provide NORMAL TOWNSHIP with notice of all future proposed annexations.

The Agreement with rural BLOOMINGTON TOWNSHIP is a bit different. They want to keep the disputed parcels of land lying within its boundaries until the end of the year 2010. Thereafter, the parcels will be transferred to the City Township. BLOOMINGTON TOWNSHIP will also get road maintenance from the City for township roads lying within the City. BLOOMINGTON TOWNSHIP will also get revenue sharing from the City for properties annexed by the City for ten years commencing on November 7, 2000. The City will also provide BLOOMINGTON TOWNSHIP with notice of all future proposed annexations.

In return BLOOMINGTON TOWNSHIP will pay the City Township to assess the disputed parcels, pay ½ of its road & bridge tax to the City as to the properties located in the City and BLOOMINGTON TOWNSHIP, drop all further claims for money or territory, will not contest the co-terminous status of the City and City Township and will not file for referenda to re-connect territory lost to annexation.

The remaining 4 Agreements with Dale, Dry Grove, Old Town and Towanda Townships respectively, all have the same provisions. Each one has delayed annexation and revenue sharing provisions. Each rural township will keep the disputed parcels of land lying within its boundaries until the end of the year 2012. Thereafter, the parcels will be transferred to the City Township. These rural townships will also get revenue sharing from the City for properties annexed by the City for ten years commencing on November 7, 2000. Unlike the agreement with Bloomington Township, these rural townships will not receive road maintenance from the City.

In return the rural townships will pay the City Township to assess the disputed parcels, pay ½ of its road & bridge tax to the City as to the properties located in the City and the rural townships, drop all further claims for money or territory, will not contest the co-terminous status of the City and City Township and will not file for referenda to re-connect territory lost to annexation.

IMPACT OF AGREEMENT ON THE COUNTY

If these Intergovernmental Agreements are approved and incorporated into a court order, the McLean County Supervisor of Assessments will be required to re-code the disputed parcels lying within the City and the rural Townships as follows:

NORMAL TOWNSHIP	No action required
BLOOMINGTON TOWNSHIP	Parcels returned to City township on 01/01/2011.
REMAINING RURAL TOWNSHIPS	Parcels <u>de</u> -annexed from City township to rural townships for 2003 payable 2004 tax year. Parcels <u>re</u> -annexed from rural townships to City township on 01/01/2013.

In consideration of this action to be taken by the McLean County Supervisor of Assessments, the County will receive **\$20,000** (\$10,000 from the City/City Township and \$10,000 from the rural townships excluding Normal Township)

REVENUE SHARING PLAN

1. For 10 years, the real estate tax from the prior year before the property is annexed to the City and City Township, will go to the rural township for 10 years. This is statutory anyway.
2. In addition, the rural township will get an increment payment. For each new parcel annexed to the City and City Township, you calculate the difference between the EAV from current and the prior year. Then, take 12 ½ % of that EAV difference and multiply it by the rural township's previous year's tax rate. The resulting amount is the tax increment payment that the rural township will receive from the City Township for 10 years.

Members Sorensen/Selzer moved the County Board approve a Request for Approval of Proposed Intergovernmental Settlement Agreements in Township Litigation - State's Attorney's Office. Member Sorensen stated the following: in short, the County's only real involvement in these settlements is that we have to do the work. Our Assessor's Office, Treasurer's Office, and other folks will be involved in having to re-classify the parcels into the different taxing districts. The good news is that Eric Ruud in the State's Attorney's Office negotiated us some money out of the deal to help compensate us for the new work associated with that activity. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE

WHEREAS, the McLean County Board has adopted a Purchasing and Contracting Ordinance for the procurement of commodities, contractual and/or professional services and capital outlay items; and

WHEREAS, the Purchasing and Contracting Ordinance makes reference to outdated statutory citations that have been revised, re-codified or repealed since the enactment of this Ordinance; and

WHEREAS, the Ordinance currently requires competitive bidding for purchase of materials/commodities, non-professional contractual services, and capital outlay items costing \$10,000 or more; and

WHEREAS, Public Act 93-0157 has raised the minimum purchase amount for competitive bidding from \$10,000 to an amount in excess of \$20,000; and

WHEREAS, the effective date for Public Act 93-0157 is January 1, 2004; now therefore,

BE IT ORDAINED that the Purchasing and Contracting Ordinance be amended in accordance with the provisions of Public Act 930-0157 as follows:

1. That in Section 17.52 Formal Bid, the words "\$10,000 or more" be deleted and replaced with "in excess of \$20,000, unless otherwise provided in Section 17.53-5 5".
2. That in Section 17.52 Formal Quotation, the number "\$10,000" be deleted and replaced with "\$20,000".
3. That the statutory reference in Section 17.52 Professional Services, be deleted and replaced with "55 ILCS 5/5-1022".
4. That the statutory reference in Section 17.52 Used Equipment, be deleted and replaced with "55 ILCS 5/5-1022".
5. That in Section 17.53-1, the number "\$100.00" be deleted and replaced with "\$1,000.00" and the words "when required by the vendor" be added.
6. That in Section 17.53-3, both references to "less than \$10,000" be deleted and replaced with "not in excess of \$20,000".
7. That in Section 17.53-4, both references to "\$10,000 or more" be deleted and replaced with "in excess of \$20,000".

8. That the statutory reference in Section 17.53-4 be deleted and replaced with "55 ILCS 5/5-1022".
9. That a new Section 17.53-5 be created which states "Notwithstanding the provisions of Section 17.53-4, purchases may be made without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services."
10. That in Section 17.54, the words "less than \$10,000" be deleted and replaced with the words "not in excess of \$20,000".
11. That in Section 17.54-1, the words "less than \$10,000" be deleted and replaced with the words "not in excess of \$20,000".
12. That in Section 17.54-3, the words "less than \$10,000" be deleted and replaced with "an amount not in excess of \$20,000".
13. That in Section 17.55, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
14. That in Section 17.55-1, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
15. That the statutory reference in Section 17.55-2 (D) be deleted and replaced with "55 ILCS 5/5-1022".
16. That in Section 17.56, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
17. That in Section 17.57 PURCHASE ORDERS, the number "\$100.00" be deleted and replaced with "\$1,000."
18. That in Section 17.57-1, the words "when required by the vendor" be added.
19. That the statutory reference in Section 17.58 be deleted and replaced with "30 ILCS 500".
20. That in Section 17.58, the words "of more than \$10,000" be deleted and replaced with the words "in excess of \$20,000".
21. That in Section 17.71-6(F), the words "Preference to Illinois Citizens of Public Works Project Act (Illinois Revised Statutes, Chapter 48, Sections 269-275) and the Wages of Employees of Public Works (Prevailing Wage Act)(Illinois Revised Statutes, Chapter 48, Section 39, s-1-12)" be deleted and replaced with the words

"Public Works Preference Act, 30 ILCS 560 and the Prevailing Wage Act, 820 ILCS 130".

22. That the statutory reference in Section 17.71-7 be deleted and replaced with "50 ILCS 105".
23. That in Section 17.71-10, Part 2, Paragraph 3 of the Standard Form Contract, the words "which liability of claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive)," shall be deleted due to the repeal of said statute.
24. That the statutory reference in Section 17.71-10, Part 2, Paragraph 5 of the Standard Form Contract be deleted and replaced with "740 ILCS 35".
25. That the effective date for the amendments set forth in Paragraphs 3, 4, 7, 8, 14, 16, 18, 19, 20, and 21 of this AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE is the date of adoption by the County Board of the County Board as set forth below.
26. That the effective date for the amendments set forth in Paragraphs 1, 2, 5, 6, 9, 10, 11, 12, 13, 15, and 17 of this AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE shall be January 1, 2004 as set forth in Public Act 93-0157.

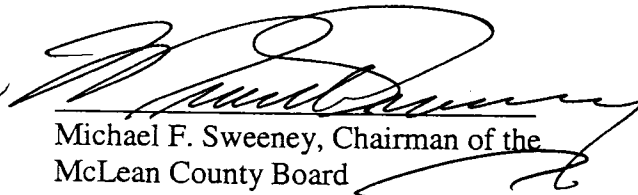
Adopted by the County Board of McLean County, Illinois this 21st day of October, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois



Michael F. Sweeney, Chairman of the
McLean County Board

CHAPTER 17PURCHASING AND CONTRACTING ORDINANCEPreamble17.51 PURPOSE

The purposes of this purchasing and contracting policy for the County of McLean in the purchasing of commodities, contractual and/or professional services and capital outlay items are:

- (A) To strive for lower costs and better quality and purchase terms by:
 - (1) seeking standardization of contracts, procedures and purchase terms by
 - (2) eliminating or reducing small orders and emergency orders;
 - (3) encouraging advanced planning;
 - (4) reducing paper work through combined purchases; and
 - (5) encouraging cooperative and inter-governmental purchasing by departments.
- (B) To set forth guidelines for the procurement of recycled products. (Amended 3-19-92)
- (C) To assure that value is received for the tax dollar expended.

17.52 DEFINITIONS

The following definitions shall apply to the following words or phrases when used within this Ordinance:

Approved Vendor List - the listing of vendors and contractors which have requested and been pre-approved by the County Auditor as qualified to do business with the County.

Board - the McLean County Board, the McLean County Board of Health, the McLean County Tuberculosis Care and Treatment Board, or the McLean County Board for Care and Treatment of Mentally Deficient Persons.

Board Committee - the appropriate oversight committee of either the McLean County Board, the McLean County Board of Health or the McLean County Tuberculosis Care and Treatment Board, or the McLean County Board for Care and Treatment of Mentally Deficient Persons.

Capital Outlay Items - items for which expenditure accounts are listed in the Capital Outlay category (800 line-item accounts) in the Chart of Accounts adopted by the County Board.

Change Order - a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time of completion.

Commodities - items for which expenditure accounts are listed in the Commodities category (600 line-item accounts) in the Chart of Accounts adopted by the County Board. Excludes fuel (i.e. gas, diesel fuel, natural gas, oil) and parts that are compatible with existing equipment for the purposes of this policy only.

Contractual Services - services for which expenditure accounts are listed in the Contractual category (700 line-item accounts) in the Chart of Accounts adopted by the County Board.

Cooperative Purchasing - joint purchasing among various County departments for specific items such as janitorial supplies, paper supplies and office supplies. The County Administrator upon review of budget requests shall determine which items shall be purchased cooperatively among departments.

Cost - for the purpose of determining the method of purchasing, i.e., need for quotation of bids, etc., cost shall be deemed to be the amount budgeted and approved by the County Board, including such ancillary charges as shipping and installation. Specific items should be purchased at one time in quantities sufficient for at least one fiscal year unless the County Administrator approves an order split because of perishability or other such valid reasons. The total price of items of a generally similar nature, as may be determined by the County Administrator, (e.g., clothing items) shall be deemed to be cost for the purpose of determining the method of purchase.

County Administrator - pursuant to the County Board Ordinance, the appointed official (see McLean County Budget line-item 502.1231) who is given the responsibility for coordinating County purchasing and enforcing the Purchasing and Contracting Ordinance.

Department Head - all Elected and Appointed officials as listed in the McLean County Budget under line items 501.01 and 502.01; in addition the judicial officers of the Eleventh Judicial Circuit and the Regional Superintendent of Education. A Department Head shall submit in writing to the County Administrator the names of those persons in his or her department who are designated to act in his or her capacity for the purpose of purchasing. In those instances, the term "Department Head" shall refer to those designees.

Expenditure Account - expenditure categories as listed, numbered and defined in the Chart of Accounts adopted by the County Board.

Formal Bid - an offer to supply and furnish commodities/materials and/or capital equipment for a specified price. Required when the cost is \$10,000 or more ~~in excess of \$20,000 unless otherwise provided in Section 17-53-3.~~

Formal Quotation - an offer to supply and furnish commodities/materials and/or capital equipment for a specified price. Required when the cost is between \$2,500 and \$10,000 ~~\$20,000~~.

Informal Quotation - an offer to supply and furnish commodities/materials, and/or capital equipment for a specified price. Required when the cost is between \$1000 and \$2500.

Inter-governmental Purchasing - cooperative purchasing among County departments and other units of government for specific items, such as food for the County Nursing Home and the County Jail.

Person - an individual, firm, partnership, corporation, joint venture, or other entity.

Prime Contractor - any person who has entered into a public contract.

Professional Services - lawyers, certified public accountants, architects and engineers, management and personnel consultants and other unique professional services as determined by the Board. Pursuant to Ill. Rev. Stat. Chap. 34, sec. 404b, para. 25.03b ~~55 ILCS 5/5-1022~~, professional services are exempt from competitive bidding.

Public Contract - any contract for goods, services, or construction let with or without bid by any unit of State or local government.

Purchasing Guide - a guide for County Department Heads and for vendors containing general information on County purchasing procedures including but not limited to samples of the following: a Purchase Order form; a Request for Quotation form; a Public Notice requesting bids; a written specification form; a specification change form; instructions to vendors; and a bid tabulation and analysis sheet.

Subcontract - a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

Subcontractor - (1) Any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

Used Equipment - materials, supplies, and/or Capital Equipment purchased second-hand pursuant to Ill. Rev. Stat., Chap. 34, sec. 404b, para. 25.03b ~~55 ILCS 5/5-1022~~. The purchase of used equipment is exempt from competitive bidding.

Vendor - an individual, partnership or corporation who may supply to the County any commodities, contractual and/or professional services, and capital outlay items.

Article I **Purchasing**

17.53 METHODS OF PURCHASING

The following methods of purchasing shall be followed by all Department Heads in purchasing any commodities, contractual services and capital outlay items:

17.53-1 Purchases less than \$1,000. Purchase of commodities, contractual services, (excluding professional services) and capital outlay items with a cost of less than \$1,000 and itemized in the rationale of the department's current budget shall be made without request for quotation, competitive bid, or prior Board approval. The actual purchase of items costing over \$100.00 ~~\$1,000.00~~ shall be made by an authorized Purchase Order ~~when required by the vendor~~, as per Section 17.57 herein.

17.53-2 Purchases of \$1,000 or more but less than \$2,500. Purchases with a cost of \$1,000 or more but less than \$2,500 and itemized in the rationale of the department's current budget shall be made by Informal Quotation. Request for Informal Quotation (Bid Specifications) shall be oral and taken by telephone. A minimum of three, informal quotations shall be requested.

17.53-3 Purchases of \$2,500 or more but less than \$10,000 not in excess of \$20,000. Purchases with a cost of \$2,500 or more but less than \$10,000 ~~not in excess of \$20,000~~ and itemized in the rationale of the department's current budget shall be made by Formal Quotation. Request for Formal Quotation does not require advertisement in a newspaper of general circulation. Request for Formal Quotation (Bid Specifications) shall be written and a minimum of three, written formal quotations shall be requested.

17.53-4 Purchases in excess of \$20,000 \$10,000 or more. Purchases with a cost ~~in excess of \$20,000~~ \$10,000 or more and itemized in the rationale of the department's current budget shall be made by Formal Bid. Pursuant to Illinois Revised Statutes, Chap. 34, Section 404(b) ~~55 ILCS 5/5-1022~~, Request for Bids (Bid Specifications) shall be advertised in a newspaper of general circulation and written bid specifications shall be prepared.

17.53-5 Notwithstanding the provisions of Section 17.53-4 purchases may be made without advertising if: (a) the purchase is for the purchase, lease, or rental of equipment, software, or services; and (b) the purchase is for the purchase, lease, or rental of equipment, software, or services.

17.54 QUOTATIONS PROCEDURES

Purchase of materials/commodities, contractual services (excluding professional services) and capital outlay items, as itemized in the rationale of the department's current budget, costing \$1,000 or more but ~~not in excess of \$20,000~~ less than \$10,000 shall be made by quotation.

17.54-1 Quotation specifications shall be prepared by the Department Head in accordance with the Purchasing Guide prepared by the County Administrator.

(A) At least three quotations for each anticipated purchase shall be requested. The Department Head shall sign each request for quotation.

(B) Requests for formal quotations shall be mailed or delivered to a minimum of three vendors, who, in the opinion of the Department Head, are likely to provide the best price, quality, and service. It is understood that the lowest quotation may or may not be the most advantageous to the County.

(C) Formal quotations must be requested when the cost is \$2,500 or more but ~~in excess of \$20,000~~ less than \$10,000.

(D) Informal quotations must be requested when the cost is between \$1,000 and \$2,500.

17.54-2 After approval of the quotation by the Department Head, the actual purchase shall be made by an authorized Purchase Order as per Section 17.56 herein.

17.54-3 At the discretion of the Department Head or County Administration, purchases which cost ~~an amount in excess of \$20,000~~ less than \$10,000 may be made by formal, competitive bidding.

17.55 COMPETITIVE BIDDING PROCEDURES

Purchase of materials/commodities, contractual services, and capital outlay items costing \$10,000 or more ~~in excess of \$20,000~~ and itemized in the rationale of the department's current budget shall be by formal competitive bidding.

17.55-1 Written bid specifications. Department Heads shall prepare written bid specifications and other required documents prior to initiating procedures for the purchase of any commodity, contractual service or capital outlay item costing \$10,000 or more ~~in excess of \$20,000~~.

17.55-2 Bid documents. The Department Head and/or the County Administrator shall prepare and send out all competitive bidding documents which shall consist of the following four parts:

(A) Public Notice Advertisement requesting sealed bids;

(1) The County department and/or County Administrator shall prepare such notice and publish it in a newspaper of general circulation in McLean County at least once in 10 days prior to the scheduled date of bid opening.

(2) Said notice shall indicate the County office where specifications are available and the time and place of bid opening.

(B) Written Specifications;

(1) Such bid specifications shall be prepared by the County department in accordance with the Purchasing Guide prepared by the County Administrator.

(2) Bid Specifications shall be reviewed by the Department Head and/or County Administrator. The Department Head and/or County Administrator may refer the review of the specifications to the appropriate Board Oversight Committee.

(3) Specifications may be amended prior to the bid opening if so authorized by the Department Head and/or County Administrator provided all approved changes are transmitted in writing to any person, firm or corporation which has requested bidding documents. All other bidding documents shall be revised accordingly. Receipt of Addendum's /Amendments shall be acknowledged in writing by the bidder at time of bid opening.

(4) Specifications shall not be exclusionary to one vendor except where the appropriate Board Oversight Committee, or in the case of public health, tuberculosis, or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Persons Care and Treatment Board based upon the fund affected, upon recommendation of the Department Head, and/or County Administrator determines that the interest of the County can be best served by a particular specification.

(5) Any vendor submitting a bid with modifications and/or substitutions to the specifications must state the modifications and/or substitutions in writing.

(C) Instructions to vendors shall be prepared according to the Purchasing Guide; and

(D) Bid tabulation sheets shall be prepared according to the Purchasing Guide. All contracts & purchases under this Ordinance shall be in conformity with ~~Chapter 34, para. 5-1022, Illinois Revised Statutes~~ **55 ILCS 5/5-1022**.

17.55-3 Reception of bids. Each sealed bid received by a department shall be stamped with the time and date received.

17.55-4 Opening of bids. Bids shall be opened and read aloud publicly. Such bids may be opened, tabulated and analyzed by any one of the following: the Department Head, the County Administrator, the County Auditor, the appropriate Board Oversight Committee, the McLean County Board of Health, McLean County Tuberculosis Care and Treatment Board, the McLean County Mentally Deficient Persons Care and Treatment Board or any combination thereof at the discretion of such Committee.

17.55-5 Bid tabulation and analysis shall be done by any one of the following: the Department Head, County Administrator and/or County Auditor. It shall be the responsibility of a Department Head to present and discuss with the appropriate Board Oversight Committee the bids received. These official(s) shall then recommend the awarding of a bid to the appropriate Board Oversight Committee. The appropriate Board Oversight Committee shall then reject the bid or recommend to the Board the awarding of the bid.

17.55-6 Right of the Board to reject or accept bids. The Board may accept or reject the recommended bid. If the recommended bid is not accepted, the Board may accept any other bid or may reject all bids. The right of the Board to waive any or all specifications and to reject any or all bids is reserved.

17.55-7 Awarding of bids. A bid shall be awarded by the Board to the vendor who meets all the specifications and whose bid, in the opinion of the Board, is the most advantageous to the County based on price, quality, service and other lawful considerations deemed important by the Board, taking into consideration that the lowest bid may or may not be necessarily the most advantageous to the County.

17.55-8 Purchase. The purchase, pursuant to the awarding of a bid, shall be made by an authorized Purchase Order as set forth in Section 17.56 herein.

17.56 APPROVAL PROCEDURE FOR BIDS AND QUOTATIONS

All formal bids and contracts shall be approved by the appropriate Board Oversight Committee and the County Board, or in the case of public health, tuberculosis and development disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board based upon the fund affected. When purchasing used equipment, appropriate Oversight Committee approval is required when the cost will be ~~in excess of \$20,000~~ **\$10,000 or more**.

17.57 PURCHASE ORDERS

The following steps shall be followed by all Department Heads in purchasing any materials/commodities and/or capital outlay items which cost ~~\$100.00~~ **\$1,000.00** or more. Purchases of contractual and professional services do not require the use of a Purchase Order form.

17.57-1 All items to be purchased shall be listed with prices on a Purchase Order form, ~~when required by the vendor~~, supplied by the County Auditor.

17.57-2 The Purchase Order shall be signed by the Department Head and the County Auditor prior to purchase.

17.57-3 Prior to sending out the approved Purchase Order, the Department Head shall transmit a signed copy to the County Auditor so that funds for the purchase may be encumbered against the appropriate departmental budget line item or items.

17.57-4 After a Purchase Order has been executed, specifications for the items to be purchased cannot be changed without approval from the appropriate Board Oversight Committee in all instances where committee authorization of the purchase was involved.

17.58 STATE OF ILLINOIS PURCHASING SYSTEM

If, in the opinion of the Department Head and/or County Administrator and with the approval of the appropriate Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in ~~Chapter 127 of the Illinois Revised Statutes~~ 30 ILCS 500, the Department Head then shall not be required to request quotations for items with a cost of \$1,000 or more or to request competitive bids for items with a cost of ~~more than \$10,000 in excess of \$20,000~~.

17.58-1 Department Heads may procure lists of items available through the State of Illinois Purchasing System from the County Administrator.

17.58-2 All items obtained through the State of Illinois Purchasing System must be purchased using the authorized Purchase Order form as set forth in Section 17.56 herein.

17.59 ADDITIONAL REGULATIONS AND PROCEDURES

17.59-1 Exemption from Purchasing Rules and Regulations. The appropriate Board Oversight Committee or in the case of public health, tuberculosis or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board based upon the fund affected may exempt the purchase of any specific item or service as well as items that are provided by a sole source, from compliance with this policy when such committee, by two-thirds vote of members present, believes that such exemption is in the best interest of the County. Any such exemption will be reported at the next regular Board meeting by the Committee Chairman.

17.59-2 Capital Equipment Trial Basis. Capital equipment cannot be taken on trial except where prior approval has been given by the appropriate Board Oversight Committee or by the Board.

17.59-3 Emergency Repairs. When a unique expenditure for emergency repairs or replacement must be made in order to insure the continued operation of a County function, and the appropriate Board Oversight Committee cannot be immediately contacted to approve such expenditure, the Department Head shall contact the County Administrator for interim approval.

17.59-4 Annual Notification of Current Vendors. The County Auditor annually shall notify all approved vendors of the County's purchasing policy. The notice will also state that failure to follow these procedures may result in loss of payment or disqualification from the list of approved vendors.

17.59-5 Items Purchased Through Inter-governmental Purchasing. County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing.

17.60 RECYCLED PROCUREMENT POLICY

17.60-1 Responsibility. It is the responsibility of all County Departments to use, whenever practicable, recycled products and to seek means to maximize waste reduction, reuse of materials and recycling options in their day-to-day operations. It is the responsibility of the Solid Waste Coordinator to provide information and technical assistance to County Departments, local governments, schools, and other public and private organizations interested in purchasing recycled products. It is the responsibility of County Departments to promote and coordinate the procurement of recycled products with vendors.

17.60-2 Forms. The County will require a Manufacturer's Affidavit of Recycled Products where applicable. (The Ordinance refers to Attachment A and Section 17.71-9 which is the Manufacturer's Affidavit of Recycled Content - does a copy of that document need to be in the codified version of the code?)

17.60-3 Procedures. To implement this policy, the County will, to the extent practicable:

(A) Use recycled paper for all stationary, newsletters, copy paper, note pads, business cards, and computer paper. Recycled paper must meet EPA Guidelines for Paper and Paper Products containing Recovered Materials (See Attachment A Section 17.71-9 for definition of recovered materials and Attachment B Section 17.71-10 for guidelines). As a demonstration of commitment to recycling, when printing on recycled paper, users are encouraged to display a "printed on recycled paper" logo. (Again w/ reference to copies of forms as in 17.60-2.)

(B) Investigate the use of recycled products as they become available.

17.60-4 Additional Considerations. In addition to the aforementioned procedures, the County will, to the extent practicable, consider the following:

(A) **Minimum Content of Recycled Products** Even though materials and products will have varied recycled material content, based upon individual specifications, every attempt should be made to maximize the post-consumer content of the recycled product. As previously noted, recycled paper must meet EPA Guidelines. Additionally, EPA Guidelines and sources of recycled products are available in the office of the Solid Waste Coordinator.

(B) **Policy Limitations - Recycled Products** Even though quantities, sizes, colors, textures, styles, quality, and weights required for services are limited to manufacturer's minimums, availability, and recycled content per EPA guidelines as well as capabilities and warranties of in-house equipment, every attempt should be made to maximize the post-consumer content of the recycled product.

(C) **Non-Competitive Consideration** Where applicable, approved solicited bids and proposals for recycled products at a cost proposals for recycled products at a cost differential not to exceed ten percent (10%) above virgin (non-recycled) material costs, initially, with an ultimate goal of competitive bids, as long as such practice is consistent with other provisions of this Ordinance, as well as with State and Federal rules and regulations, contract agreements and grant programs.

(D) **Budgetary Considerations** Application of this policy is predicated upon funding availability in any given fiscal year. When budgetary allowances for non-competitive consideration have been eliminated or reduced, pursuant to Section 17.60-4 (c) County Departments will maintain budgetary responsibility as its first priority and award to the lowest responsible vendor for products covered by this policy.

(Entire section added 3-19-92)

17.61 EXCEPTIONS

The foregoing purchasing policy shall apply in each case except in those instances where federal or state statutes, policies and regulations govern.

17.62 REPEAL

All previous resolutions, policies or other actions of the McLean County Board which are in conflict with any of the provisions of the Resolution are hereby repealed.

17.63 - 17.70 RESERVED

Article II Contracts

17.71 CONTRACTS, AGREEMENTS, LEASES

All contracts, agreements, leases and inter-governmental agreements for the County of McLean shall be let as herein provided.

17.71-1 Approval by the Board. All such contracts, agreements, leases and inter-governmental agreements, shall be approved by the County Board and shall be signed by the Chairman of the Board and attested by the County Clerk. No rights, interests or estates shall vest in any person unless or until such contracts are approved by the County Board, signed by the Chairman and attested by the Clerk.

17.71-2 Approval of intergovernmental agreements and commitments under grants. Without intending to limit the foregoing, inter-governmental agreements and commitments under State, Federal, or private grants shall be considered contracts which must be approved by or concurred in by the County Board, or, in the case of public health, tuberculosis or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board, based upon the fund affected, must approve the agreement or commitment.

17.71-3 Authority. No officer or employee of the County of McLean except as provided by law, has the authority to enter into any contract, lease or obligation, which would bind the County, unless said contract, lease or obligation is approved pursuant to the provisions of this contracting policy.

17.71-4 Purchase orders. Purchase Orders shall be approved in the manner as provided in other applicable County policies.

17.71-5 Review of contracts. All contracts shall be referred to the State's Attorney for review prior to their submission to the County Board except:

- (A) Contracts which are identical to those previously approved by the State's Attorney;
- (B) Contracts in an amount of \$2,500 or less which are in the Standard Contract Form set forth in Section 17.71-8 herein.

17.71-6 Provisions. All contracts, agreements, leases and bid specifications shall include the following provisions, except when such provisions are incompatible with the nature of the contract or when a variation in such provisions has been approved by the County Board after considering the recommendation of the State's Attorney:

- (A) A requirement for workmen's compensation insurance which provides full statutory coverage;
- (B) General liability insurance, including, where applicable, products and completed operations insurance, with a limit of liability of not less than \$1,000. The aggregate limit of liability shall not be less than the amount of the contract. Such general liability insurance must cover the contracting party's liability under the Illinois Structural Work Act.
- (C) Automobile liability insurance with a limit of liability of not less than \$500,000 per accident;
- (D) A provision which saves and holds the County and its officials and employees harmless from and against any and all claims, liability, losses, damage and injury, including death which results from the negligence of the contractor or any subcontractor or suppliers in the performance of the contract.
- (E) A requirement for certificates of insurance in a form acceptable to the County which evidence the existence and continuation of the above required insurance.
- (F) A provision that the contractor shall abide by the ~~Preference to Illinois Citizens of Public Works Project Act (Illinois Revised Statutes, Chapter 48, Sections 269-275) and the Wages of Employees of Public Works (Prevailing Wage Act) (Illinois Revised Statutes, Chapter 48, Section 39, s 1-12)~~ Public Works Preference Act, 30 ILCS 560 and the Prevailing Wage Act, 820 ILCS 130.

17.71-7 Conflicts of interest. No member of the County Board or any other County official shall have an interest in any contract let by the County Board either as a contractor or subcontractor pursuant to ~~Illinois Revised Statutes, Chapter 102, Section 3 et. seq., as amended~~ **50 ILCS 105**.

17.71-8 Performance of contracts. Upon approval of any contract by the County Board, a copy shall be filed with the County Auditor and the County Board Office. Contract performance shall be the responsibility of the pertinent Department Head or elected official. Any discrepancies, changes or failure to complete shall be reported immediately to the applicable committee of the County Board.

17.71-9 Applicability. The foregoing contracting policy resolution shall apply in each case except in those instances where the federal or state statutes, policies, and regulations are to the contrary.

17.71-10 Standard contract form.

CONTRACT

This Contract entered into this ___ day of _____ between the County of McLean, A body Corporate and Politic (First Party) and _____ (Second Party) pursuant to Second Party's successful bid/negotiation and for the pursuant to the following terms and conditions.

1. Second Party is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the First Party in so far as the manner and means of performing the services and obligations of this contract. However, First Party reserves the right to inspect Second Party's work and service during the performance of this contract to ensure that this contract is performed according to its terms. Second Party is obligated to furnish, at its own expense, all the necessary labor, tools, supplies, and materials.

2. Second Party shall save and hold First Party (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to chooses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, whether or not arising out of the partial or sole negligence of First Party, its officials, agents, or employees, and shall indemnify First Party for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the First Party, and/or its agents and employees, or paid for on behalf of First Party and/or its agents and employees, by insurance provided by First Party.

Second Party shall further hold harmless First Party (including its officials, agents and employees) from liability or claims for any injuries to or death of Second Party's or and Sub-contractor's employees, resulting from any cause whatsoever, whether or not arising out of the partial or sole negligence of First Party, its officials, agents, or employees, including protection against any claim of the Second Party or any Subcontractor for any payments under any worker's compensation insurance carried on behalf of said Second Party of Subcontractor, and shall indemnify the First Party for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by First Party.

Second Party shall further hold harmless First Party (including its officials, agents, and employees) from liability or claims for any injuries to or death of any person, arising out of or in any way connected with the performance of work or work to be performed under this Contract, resulting from any cause whatsoever whether or not arising out of the partial or sole negligence of First Party, its officials, agents or employees, ~~which liability or claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive)~~, and shall indemnify the First Party for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by its or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by First Party.

In the event the First Party's machinery or equipment is used by the Second Party or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole

custody and control of the Second Party during the period of such use by the Second Party or any Subcontractor, and if any person or persons in the employment of the First Party should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Second Party.

If, but only if, this Contract is deemed to be a construction contract pursuant to ~~Illinois Revised Statutes, Chapter 29, Section 61-63~~ 740 ILCS 35, the obligation of the Second Party to save and/or hold harmless First Party or others shall not apply if and to the extent that the injury, loss, or loss of use arises out of the sole negligence of the person or entity to which said obligation applies to be held harmless.

3. The Second Party shall comply with all applicable laws, codes, Ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

4. The Second Party shall, during the entire term hereof, procure and maintain the following insurance in form acceptable to First Party:

(a) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Second Party's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.

(b) Automobile Liability Insurance covering all owned, leased, hired and non-owned automobiles with limits of no less than \$_____ per accident.

(c) Worker's Compensation Insurance in accordance with Illinois law.

(d) Employer's Liability Insurance with limits no less than \$_____ per occurrence.

(e) Other: (Specify)

Second Party will provide to the First Party upon request, a Certificate of Insurance, in a form acceptable to the First Party, evidencing the existence of such insurance.

5. Second Party shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

6. Parties agree that all purchase orders, bid specifications and diagrams attached hereto as exhibits _____ through _____ are incorporated herein by reference.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act as attached hereto as Exhibit _____ and incorporated herein by reference.

8. Second Party shall:

- a.
- b.
- c.
- d.

9. Second Party warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Second Party shall promptly repair or replace any items which are defective in workmanship or material.

10. First Party agrees to pay Second Party the sum of \$_____ upon completion of work.

11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

12. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

13. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or enforceable. (Unenforceable?)

14. This Contract may not be assigned or Subcontracted by Second Party to any other person or entity without the written consent of First Party.

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. First Party shall not be liable to Second Party for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by First Party in a writing approved by and signed by a person with lawful authority granted by First Party to execute such writing.

17. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

17.72 - 17.80 RESERVED

Adopted this 19th day of June, 1990.

Amended 3-19-92

Amended 10-21-03

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of Amendment to the McLean County Purchasing and Contracting Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION calling public hearings concerning the intent of the County Board of the County of McLean, Illinois to enter into an amended Lease Agreement with the Public Building Commission of McLean County, Illinois, in the additional principal amount of \$2,600,000.00.

WHEREAS, the County Board of McLean, Illinois, (the "*County*"), is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, THE County Board of the County (the "*Board*") and the City Council of Bloomington, McLean County, Illinois, intend to enter into the amended Lease Agreement (the "*Lease*") in the additional principal amount of \$2,600,000.00 with the Public Building Commission of McLean County Illinois, McLean County, Illinois, relating to the acquisition and improvement of an office building an;

WHEREAS, the payments required under the Lease will be a general obligation of the County as describe in the Bond Issue Notification Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the Act requires the Board to hold a public hearing concerning the Board's intent to enter into the Lease before adopting a resolution providing for the approval and execution of the Lease (the "*BINA HEARING*"); and

WHEREAS, the Public Building Commission Act of the State of Illinois, as amended, requires the Board to hold a public hearing concerning the Board's intent to enter into the Lease before any taxes can be extended with respect to the Lease (the "*PBC Hearing*");

NOW, THEREFORE, Be It as It is Hereby Resolved by the County Board of the County of McLean, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

Section 2. BINA Hearing Called. The Board hereby calls the BINA Hearing to be held at 9:00 o'clock A.M. on the 18th day of November, 2003, at the McLean County Law and Justice Center, Room 700, 140 West Front Street, Bloomington, Illinois, in the County, concerning the Board's intent to approve and execute the Lease and to receive public comments regarding the proposal to approve and execute the Lease.

Section 3. Notice of the BINA Hearing. Notice of the BINA Hearing shall be given by the County Clerk of the County (the "*County Clerk*") by (i) publication a least once not less than 7 nor more than 30 days before the date of the BINA Hearing in *The Pantagraph*, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the BINA Hearing at the principal office of the Board.

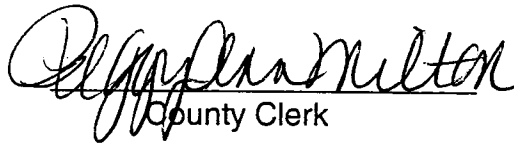
Section 4. Form of BINA Notice. Notice of the BINA Hearing shall be in substantially the following form:

**NOTICE OF A PUBLIC HEARING CONCERNING THE INTENT
OF THE COUNTY BOARD OF THE COUNTY OF MCLEAN,
ILLINOIS TO APPROVE AND EXECUTE AN AMENDED
LEASE IN THE ADDITIONAL PRINCIPAL AMOUNT OF
\$2,600,000.00**

PUBLIC NOTICE IS HEREBY GIVEN that the County Board of the County of McLean, Illinois, (the "*County*"), will hold a public hearing on the 18th day of November, 2003, at 9:00 o'clock A.M. The hearing will be held at the McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois. The purpose of the hearing will be to receive public comments on the proposal by the County to enter into an amended Lease Agreement in the additional principal amount of \$2,600,000.00 with the Public Building Commission of McLean County, Illinois, for the purpose of acquiring and improving an office building. The payments required under the Lease Agreement will be a general obligation to the County.

By order of the County Board of the County of McLean, Illinois.

DATED the 21st day of October, 2003.


County Clerk

Section 5. BINA Hearing Requirements. At the BINA Hearing the Board shall explain the reasons for the Lease and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt a resolution providing for the approval and execution of the Lease for a period of seven (7) days after the final adjournment of the BINA Hearing.

Section 6. PBC Hearing Called. The Board hereby calls the PBC Hearing to be held at 9:15 o'clock A.M. on the 18th day of November, 2003, in the McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois, in the County, concerning the Board's intent to levy and have extended taxes to make the rental payments due on the Lease and to receive public comments with respect thereto.

Section 7. Notice of the PBC Hearing. Notice of the PBC Hearing shall be given by the County Clerk publication at least once 15 days before the date of the PBC Hearing in *The Pantagraph*, the same as being a newspaper of a general circulation in the County.

Section 8. Form of PBC Notice. Notice of the PBC Hearing shall be in substantially the following form:

**NOTICE OF THE PUBLIC HEARING ON AN AMENDED LEASE
Between The County of McLean, Illinois, and the Public Building
Commission of McLean County, Illinois.**

A public hearing regarded an amended lease between The County of McLean, Illinois, and the Public Building Commission of McLean County, Illinois, as lessor, will be held by the County Board of said County on the 18th day of November, 2003, at 9:15 o'clock A.M. at the McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois. The largest additional yearly rental payment set forth in the amended lease will not exceed \$2,600,000.00. The maximum length of the amended lease is 20 years.

The purpose of the lease is to acquire and improve an office building to be leased by said Commission to said County and the City of Bloomington, McLean County, Illinois.

Dated this 21st day of October, 2003.

By Order of the County Board of The
County of McLean, Illinois

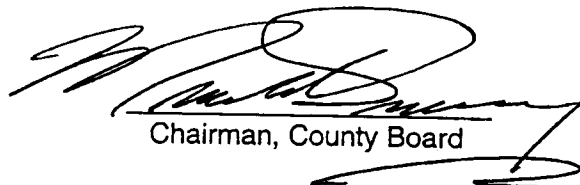

County Clerk

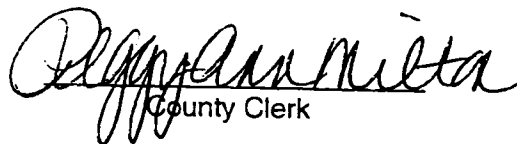
Section 9. PBC Hearing Requirements. At the PBC Hearing all persons residing or owning property in the County shall have an opportunity to be heard orally, in writing, or both.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. Repeal. All resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted October 21, 2003.


Chairman, County Board


County Clerk

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution regarding a Public Hearing - Proposed Amended Lease Agreement with the Public Building Commission - Government Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE STATE'S ATTORNEY
TO ADJUST THE SALARY STEP WITHIN THE SALARY RANGE
FOR ONE ASSISTANT STATE'S ATTORNEY III POSITION
ASSIGNED TO THE CHILD ADVOCACY CENTER

WHEREAS, the State's Attorney and the Child Advocacy Center have obtained a grant from the Illinois Department of Children and Family Services to support an Assistant State's Attorney position to specialize in Child Sexual Abuse cases; and,

WHEREAS, the State's Attorney has obtained an additional funding commitment from the Child Protection Network to support an Assistant State's Attorney position; and,

WHEREAS, the State's Attorney requested authorization from the Finance Committee to adjust the salary step within the salary range for one Assistant State's Attorney III position to specialize in child Sexual Abuse cases; and,

WHEREAS, the State's Attorney requested that the salary step for one Assistant State's Attorney III position be adjusted to step 56 (annual salary of \$58,646.84); and,

WHEREAS, the Finance Committee, at its regular meeting on Thursday, October 9, 2003, approved the request of the State's Attorney to adjust the salary step within the salary range for one Assistant State's Attorney III position to specialize in Child Sexual Abuse cases; now, therefore,

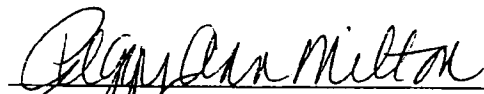
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

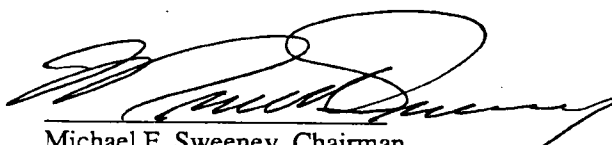
- (1) That the State's Attorney is hereby authorized to adjust the salary step for one Assistant State's Attorney III position to step 56 (annual salary of \$58,646.84).
- (2) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of October, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Berglund moved the County Board approve a Request for Approval of State's Attorney's Request to Offer Assistant State's Attorney III a Salary at Step 56 - Department of Children and Family Services Contract. Member Moss stated the following: just a point of clarification. There are two different dollar figures included in this resolution. Member Sorensen stated the following: there is a typo and the correct number is the \$58,000. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE PUBLIC DEFENDER
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, due to a resignation, the Public Defender wishes to hire an experienced trial attorney to fill an existing vacancy in the Assistant Public Defender II job classification; and,

WHEREAS, the Impacted Position Personnel Policy limits the additional number of steps that can be added to the normal hiring step for experience to a total of twelve (12) to recognize four (4) years of experience; and,

WHEREAS, the Public Defender has identified a candidate for the existing vacancy who possesses twenty-four (24) years of relevant experience; and,

WHEREAS, application of all relevant factors of the Impacted Position Personnel Policy would allow an individual to be hired at step 32 of the salary range (equivalent to an annual salary of \$48,301); and,

WHEREAS, an experienced candidate is available and the Public Defender wishes to offer the position at step 39 of the salary range (annual salary--\$49,766); and,

WHEREAS, the Finance Committee, at its regular meeting on Thursday, October 9, 2003, approved the request of the Public Defender to offer the position to the experienced candidate at step 39 of the salary range; now, therefore,

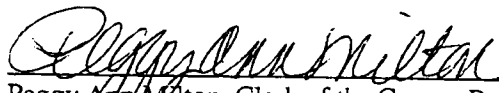
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

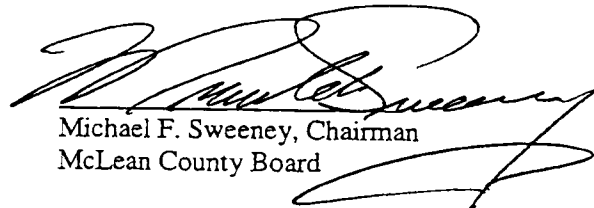
- (1) That the Public Defender is hereby authorized to make an offer to hire an experienced trial attorney to fill an existing Assistant Public Defender II vacancy at step 39 of the salary range.
- (2) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of October, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Selzer moved the County Board approve a Request for Approval to Offer Starting Salary above the Maximum Permitted under County Board Personnel Ordinance - Public Defender Contracting Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE PROPOSED SETTLEMENT
IN THE CASE OF PEARL vs. O'NEAL
AND AUTHORIZING THE RISK MANAGER AND LEGAL COUNSEL
TO FINALIZE THE SETTLEMENT AGREEMENT

WHEREAS, McLean County was named as a third-party co-defendant in the 1998 case, Pearl vs. O'Neal; and,

WHEREAS, McLean County was named in this litigation together with the Village of Heyworth as a result of the County's contract to provide animal control services within the corporate limits of the Village of Heyworth; and,

WHEREAS, the Risk Manager and the County's appointed legal counsel have recommended that this case be settled for a cash payment of \$15,000.00 to be paid to the plaintiff; and,

WHEREAS, the Finance Committee, at its meeting on Thursday, October 9, 2003, recommended approval of the proposed settlement agreement presented by the Risk Manager and the County's appointed legal counsel; now, therefore,

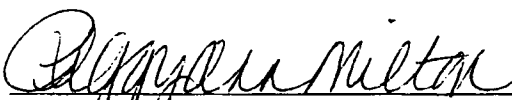
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

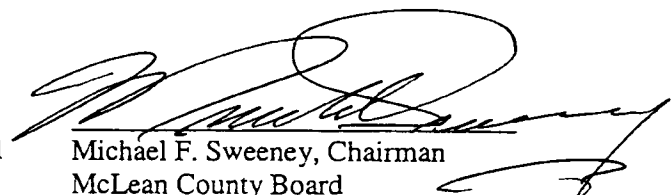
- (1) The McLean County Board hereby authorizes the Risk Manager and the County's appointed legal counsel to settle the case of Pearl vs. O'Neal for a cash payment of \$15,000.00 to be paid to the plaintiff.
- (2) The McLean County Board hereby authorizes the Risk Manager and the County's appointed legal counsel to prepare the necessary documents to finalize this settlement agreement.
- (3) The McLean County Board hereby requests that the County Clerk forward a certified copy of this Resolution to the Risk Manager, First Civil Assistant State's Attorney, Director of the Health Department, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of October, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for Approval to Authorize Legal Counsel to Offer \$15,000.00 to settle case of Pearl vs. O'Neal – Risk Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located 232 – 257 of the packet.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee has no items for Board action. Our General Report is found on pages 258-266. All of those items for information are in the Consent Agenda this morning.

PROPERTY COMMITTEE:

Member Selzer, Vice-Chairman stated the following: we have no items to bring for action. Our General Report is found on 267-280.

JUSTICE COMMITTEE:
Member Renner, Chairman, stated the following:

County of McLean on behalf of the McLean County Child Protection Network
Services to Victims of Child Abuse
Agreement #203094

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the McLean County Child Protection Network, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500 B, Bloomington, Illinois 61701, for implementation of the Services to Victims of Child Abuse Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the County of McLean on behalf of the McLean County Child Protection Network to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of McLean County Child Protection Network as follows:

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2003 through August 31, 2004.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
- i) Is a nonprofit organization or public agency that provides services to victims of crime;
 - ii) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if

has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;

- iii) Utilizes volunteers;
 - iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
 - v) Assists victims in seeking available crime victim compensation benefits;
 - vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
 - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
 - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
 - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit

B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$43,552 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

SECTION 9. REPORTING REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;

- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

The Implementing Agency is further required to submit quarterly fiscal reports and to file year-end program financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois

Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and

Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or

in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 21. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 22. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates and execution by the Implementing Agency.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 23. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 24. EXHIBITS

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of

paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the

Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2003-VA-GX-0043, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the McLean County Child Protection Network

Taxpayer Identification Number:

Employer Identification Number 36-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation
<input type="checkbox"/> Corporation	<input type="checkbox"/> Medical Corporation
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	

SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2003-VA-GX-0043)
- Grant Award Year: Federal Fiscal Year 2003

SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 36. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 37. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

SECTION 39. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

SECTION 39.5 SPECIAL CONDITIONS

Implementing Agency certifies that it shall comply with the terms of the Office for Victims of Crime memo regarding CASA programs.

- The coordinator shall only provide supervising and training of volunteers providing services to children who are victims of crime.

SECTION 40. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

Date

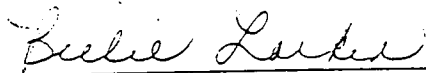
Michael Sweeney
Board Chairman
McLean County

Date

Becky McNeil
Treasurer
McLean County

Date

County of McLean on behalf of the McLean County Child Protection Network
Services to Victims of Child Abuse
Agreement #203094



Billie Larkin
Executive Director
McLean County Child Protection Network

9-25-03
Date

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of McLean County Child Protection Network, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500 B, Bloomington, Illinois 61701, for implementation of the Services to Victims of Child Abuse/CASA Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the County of McLean on behalf of the McLean County Child Protection Network to receive funds for the purpose of implementing a program to address one of the named areas.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of the McLean County Child Protection Network as follows:

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2003 through September 30, 2005.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
 - i) Is a nonprofit organization or public agency that provides services to victims of crime;
 - ii) Has a record of providing effective service to victims of crime and at least 20 percent of

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

its financial support (including in-kind contributions) is from non-federal sources; or, if has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;

- iii) Utilizes volunteers;
- iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
- v) Assists victims in seeking available crime victim compensation benefits;
- vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- ix) Maintains confidentiality of client-counselor information, as required by State and federal law.

- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit

B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$77,716 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

SECTION 9. REPORTING REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime

victim compensation benefits;

- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

The Implementing Agency is further required to submit quarterly fiscal reports and to file year-end program financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that

its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate

federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the

Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 21. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 22. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates and execution by the Implementing Agency.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 23. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from

the performance of this agreement, to the extent permitted by law.

SECTION 24. EXHIBITS

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act

of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2003-VA-GX-0043, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the McLean County Child Protection Network

Taxpayer Identification Number:

Employer Identification Number 36-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation
<input type="checkbox"/> Corporation	<input type="checkbox"/> Medical Corporation
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	

SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2003-VA-GX-0043)

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

- Grant Award Year: Federal Fiscal Year 2003

SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 36. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 37. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

SECTION 39. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

SECTION 39.5 SPECIAL CONDITIONS

Implementing Agency certifies that it shall comply with the terms of the Office for Victims of Crime memo regarding CASA programs.

- The coordinator shall only provide supervising and training of volunteers providing services to children who are victims of crime.

SECTION 40. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

Date

Michael Sweeney
Board Chair
McLean County

Date

Rebecca McNeil
Treasurer
McLean County

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

County of McLean on behalf of the McLean County Child Protection Network
Services to Victims of Child Abuse
Agreement #203049

Billie Larkin
Director
McLean County Child Protection Network

Date

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Interagency Agreements with the Illinois Criminal Justice Information Authority for the Implementation of Services to Victims of Child Abuse Program for September 1, 2003 to August 31, 2004 and for October 1, 2003 to September 30, 2005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Member Renner, Chairman, stated the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center Fund 0452; and,

WHEREAS, the unanticipated need for an additional Server and Workstation for the TriTech Computer Assisted Dispatch system requires a hardware expense of \$62,499.00 and an expense of \$12,941.00 for a necessary TriTech maintenance contract; and,

WHEREAS, the MetCom Operations Board at its regular meeting of September 12, 2003 voted to recommend approval of a request to appropriate \$75,440.00 from MetCom's unappropriated fund balance to acquire a Server, Workstation and TriTech maintenance contract;

WHEREAS, the Justice Committee, at its regular meeting on October 6, 2003, recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2003 adopted budget for MetCom to add sufficient funds for the above-described purchases to the Computer Equipment Purchase line-item accounts by appropriating the same amounts from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$75,440.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC			
Unappropriated Fund Balance			
0452-0030-0090-0400.0000	\$ 0	\$ 75,440.00	\$ 75,440.00

2. That the County Auditor is directed to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the Metro McLean County Centralized Communications Fund 0452, MetCom Department 0030:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC			
Computer Equipment Purchase			
0452-0030-0090-0833.0002	\$ 0	\$ 62,499.00	\$ 62,499.00

(2)

MCCC			
Software Maintenance Contract	\$ 0	\$ 12,941.00	\$ 12,941.00
0452-0030-0090-750.0005			

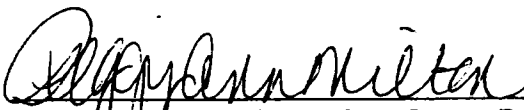
TOTAL:		\$ 75,440.00	\$ 75,440.00
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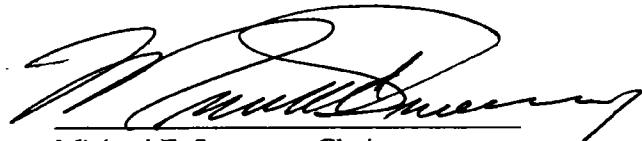
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 21st day of October 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Renner/Rodgers moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom Department 0030. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, stated the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department was awarded a grant in the amount of \$22,800.00 from the Illinois Emergency Management Agency (the "IEMA") for Local Emergency Operations Planning; and,

WHEREAS, the grant received from IEMA is to be used to purchase computer software and fund departmental overtime related to emergency planning; and,

WHEREAS, the Justice Committee, on Monday, October 6, 2003, approved and recommended acceptance of the grant to the County Board and recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the grant funds received from IEMA; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>GRANT AMOUNT</u>	<u>AMENDED BUDGET</u>
ESDA Grant			
0001-0047-0052-0407.0035	\$ 41,300.00	\$ 22,800.00	\$ 64,100.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

Overtime Pay			
0001-0047-0052-0526.0001	\$ 2,000.00	\$ 16,700.00	\$ 18,700.00

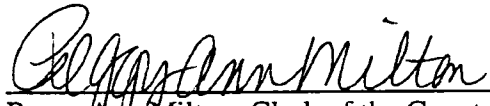
(2)

Office Supplies				
0001-0047-0052-0601.0001	\$ 700.00	\$ 1,100.00	\$ 1,800.00	
Copy/Microfilm				
0001-0047-0052-0621.0001	\$ 500.00	\$ 2,500.00	\$ 3,000.00	
Software				
0001-0047-0052-0833.0004	\$ 00.00	\$ 2,500.00	\$ 2,500.00	
TOTAL		\$22,800.00		

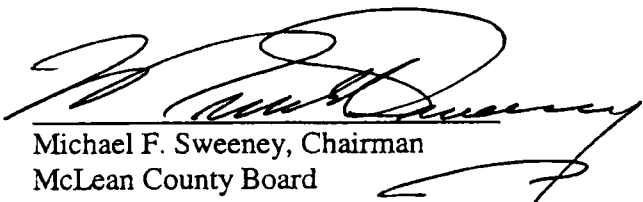
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

ADOPTED by the County Board of McLean County this 21st day of October, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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Members Renner/Berglund moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, ESDA Department 0047. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, stated the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
SETTING THE FEES TO BE CHARGED BY THE
McLEAN COUNTY CIRCUIT CLERK**

WHEREAS, The Clerks of Courts Act 705 ILCS 105/27.1 sets the minimum and maximum fees a Circuit Clerk is permitted to charge for specific services and the Counties Code 55 ILCS 5/5-1103 sets the maximum rate for the court services (court security) fee; and,

WHEREAS, Public Act 093-0039 amends The Clerks of Courts Act by changing Section 27.1a, which regulates the setting of fees in counties with less than 500,000 inhabitants, and Public Act 093-0558 amends the Counties Code to allow a higher court services(court security) fee to be charged; and,

WHEREAS, Section 27.1a requires that in those instances where a minimum and maximum fee is stated, the Clerk of the Circuit Court must charge the minimum fee listed and may charge up to the maximum fee if the County Board has by resolution increased the fee and 55 ILCS 5/5-1103 requires the concurrence of the Chief Judge of the Eleventh Judicial Circuit to increase the court services (court security) fee; and,

WHEREAS, the County Administrator has carefully reviewed Public Act 093-0039 and Public Act 093-0558 and has recommended to the Justice Committee that the Circuit Clerk fees be adjusted to be in accordance with Public Act 093-0039 and the court services (court security) fee be adjusted in accordance with Public Act 093-0558; and,

WHEREAS, the County Administrator has recommended to the Chief Judge of the Eleventh Judicial Circuit that court services (court security) fee be adjusted in accordance with Public Act 093-0558; and,

WHEREAS, the Justice Committee, at its regular meeting on October 6, 2003, recommended that the fees charged by the Circuit Clerk be adjusted in accordance with the schedule of fees for service incorporated in the Ordinance; and,

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

The fees by the Circuit Clerk for the following services shall be established and set in accordance with the following schedule:

- I. Civil Cases:
The fee for filing a complaint, petition, or other pleading initiating a civil action, with the following exceptions, shall be \$160.
 - A. When the amount of money or damages or the value of personal property claimed does not exceed \$250, \$10.
 - B. When that amount exceeds \$250 but does not exceed \$500, \$20.
 - C. When that amount exceeds \$500 but does not exceed \$2500, \$40.

- D. When that amount exceeds \$2500 but does not exceed \$15,000, \$75.
- E. For the exercise of eminent domain, \$150. For each additional lot or tract of land or right or interest therein subject to be condemned, the damages in respect to which shall require separate assessment by a jury, \$150.
- F. Family Cases.
 - 1. For filing a petition under the Juvenile Court Act of 1987, \$25.
 - 2. For filing a petition for a marriage license, \$10.
 - 3. For performing a marriage in court, \$10.
 - 4. For filing a petition under the Illinois Parentage Act of 1984, \$40.
- II. Forcible Entry and Detainer.

In each forcible entry and detainer case when the plaintiff seeks possession only or unites with his or her claim for possession of the property a claim for rent or damages or both in the amount of \$15,000 or less, \$50. When the plaintiff unites his or her claim for possession with a claim for rent or damages or both exceeding \$15,000, \$160.
- III. Counterclaim or Joining Third Party Defendant.

When any defendant files a counterclaim as part of his or her answer or otherwise or joins another party as a third party defendant, or both, the defendant shall pay a fee for each counterclaim or third party action in an amount equal to the fee he or she would have had to pay had he or she brought a separate action for the relief sought in the counterclaim or against the third party defendant, less the amount of the appearance fee, if that has been paid.
- IV. Confession of Judgment.

In a confession of judgment when the amount does not exceed \$1500, \$50. When the amount exceeds \$1500, but does not exceed \$15,000, \$115. When the amount exceeds \$15,000, \$200.
- V. Appearance.

The fee for filing an appearance in each civil case shall be \$60, except as follows:

 - A. When the plaintiff in a forcible entry and detainer case seeks possession only, \$50.
 - B. When the amount in the case does not exceed \$1500, \$30.
 - C. When that amount exceeds \$1500 but does not exceed \$15,000, \$60.
- VI. Garnishment, Wage Deduction, and Citation.

In garnishment affidavit, wage deduction affidavit, and citation petition \$15.
- VII. Petition to Vacate or Modify.
 - A. Petition to vacate or modify any final judgment or order of court, except in forcible entry and detainer cases and small claims cases or a petition to reopen an estate, to modify, terminate, or enforce a judgment or order for child or spousal support, or to modify, suspend, or terminate an order for withholding, if filed before 30 days after the entry of the judgment or order, \$50.
 - B. Petition to vacate or modify any final judgment or order of court, except a petition to modify, terminate, or enforce a judgment or order for child or spousal support or to modify, suspend, or terminate an order for withholding, if filed later than 30 days after the entry of the judgment or order, \$75.
 - C. Petition to vacate order of bond forfeiture, \$40.

- VIII. Mailing.
When the clerk is required to mail, the fee will be \$5, plus the cost of postage.
- IX. Certified Copies.
Each certified copy of a judgment after the first, except in small claims and forcible entry and detainer cases, \$10.
- X. Habeas Corpus.
For filing a petition for relief by habeas corpus, \$100.
- XI. Certification, Authentication, and Reproduction.
- A. Each certification or authentication for taking the acknowledgment of a deed or other instrument in writing with the seal of office, \$6.
 - B. Court appeals when original documents are forwarded, under 100 pages, plus delivery and costs, \$60.
 - C. Court appeals when original documents are forwarded, over 100 pages, plus delivery and costs, \$150.
 - D. Court appeals when original documents are forwarded, over 200 pages, an additional fee of 25 cents per page.
 - E. For reproduction of any document contained in the clerk's files:
 - 1. First page, \$2.
 - 2. Next 19 pages, 50 cents per page.
 - 3. All remaining pages, 25 cents per page.
- XII. Remands.
In any cases remanded to the Circuit Court from the Supreme Court or the Appellate Court for a new trial, the clerk shall file the remanding order and reinstate the case with either its original number or a new number. The Clerk shall not charge any new or additional fee for the reinstatement. Upon reinstatement the Clerk shall advise the parties of the reinstatement. A party shall have the same right to a jury trial on remand and reinstatement as he or she had before the appeal, and no additional or new fee or charge shall be made for a jury trial after remand.
- XIII. Record Search.
For each record search, within a division or municipal district, the clerk shall be entitled to a search fee of \$6 for each year searched.
- XIV. Hard Copy.
For each page of hard copy print output, when case records are maintained on an automated medium, the clerk shall be entitled to a fee of \$4.
- XV. Index Inquiry and Other Records.
No fee shall be charged for a single plaintiff/defendant index inquiry or single case record inquiry when this request is made in person and the records are maintained in a current automated medium, and when no hard copy print output is requested. The fees to be charged for management records, multiple case records, and multiple journal records may be specified by the Chief Judge pursuant to the guidelines for access and dissemination of information approved by the Supreme Court.

XVI. Commitment Petitions.

For filing commitment petitions under the Mental Health and Developmental Disabilities Code and for filing a transcript of commitment proceedings held in another county, \$50.

XVII. Alias Summons.

For each alias summons or citation issued by the clerk, \$5.

XVIII. Other Fees.

Any fees not covered in this Section shall be set by rule or administrative order of the Circuit Court with the approval of the Administrative Office of the Illinois Courts. The clerk of the circuit court may provide additional services for which there is no fee specified by statute in connection with the operation of the clerk's office as may be requested by the public and agreed to by the clerk and approved by the chief judge of the circuit court. Any charges for additional services shall be as agreed to between the clerk and the party making the request and approved by the chief judge of the circuit court. Nothing in this subsection shall be construed to require any clerk to provide any service not otherwise required by law.

XIX. Jury Services.

The clerk shall be entitled to receive, in addition to other fees allowed by law, the sum of \$212.50, as a fee for the services of a jury in every civil action not quasi-criminal in its nature and not a proceeding for the exercise of the right of eminent domain and in every other action wherein the right of trial by jury is or may be given by law. The jury fee shall be paid by the party demanding a jury at the time of filing the jury demand. If the fee is not paid by either party, no jury shall be called in the action or proceeding, and the same shall be tried by the court without a jury.

XX. Voluntary Assignment.

For filing each deed of voluntary assignment, \$20; for recording the same, 50 cents for each 100 words. Exceptions filed to claims presented to an assignee of a debtor who has made a voluntary assignment for the benefit of creditors shall be considered and treated, for the purpose of taxing costs therein, as actions in which the party or parties filing the exceptions shall be considered as party or parties plaintiff, and the claimant or claimants as party or parties defendant, and those parties respectively shall pay to the clerk the same fees as provided by this Section to be paid in other actions.

XXI. Expungement Petition.

The clerk shall be entitled to receive a fee of \$60 for each expungement petition filed and an additional fee of \$4 for each certified copy of an order to expunge arrest records.

XXII. Probate.

The clerk is entitled to receive the fees specified in this subsection (XXII), which shall be paid in advance, except that, for good cause shown, the court may suspend, reduce, or release the costs payable under this subsection:

- A. For administration of the estate of a decedent (whether testate or intestate) or of a missing person, \$150, plus the fees specified in subsection (XXII)(C), except:

1. When the value of the real and personal property does not exceed \$15,000, the fee shall be \$40.
 2. When (i) proof of heirship alone is made, (ii) a domestic or foreign will is admitted to probate without administration (including proof of heirship), or (iii) letters of office are issued for a particular purpose without administration of the estate, the fee shall be \$40.
 3. For filing a petition to sell Real Estate, \$50.
- B. For administration of the estate of a ward, \$75, plus the fees specified in subsection (XXII)(C), except:
1. When the value of the real and personal property does not exceed \$15,000, the fee shall be \$40.
 2. When (i) letters of office are issued to a guardian of the person or persons, but not of the estate or (ii) letters of office are issued in the estate of a ward without administration of the estate, including filing or joining in the filing of a tax return or releasing a mortgage or consenting to the marriage of the ward, the fee shall be \$20.
 3. For filing a Petition to sell Real Estate, \$50.
- C. In addition to the fees payable under subsection (XXII)(A) or (XXII)(B) of this Section, the following fees are payable:
1. For each account (other than one final account) filed in the estate of a decedent, or ward, \$25.
 2. For filing a claim in an estate when the amount claimed is \$150 or more but less than \$500, \$25; when the amount claimed is \$500 or more but less than \$10,000, \$40; when the amount claimed is \$10,000 or more, \$60; provided that the court in allowing a claim may add to the amount allowed the filing fee paid by the claimant.
 3. For filing in an estate a claim, petition, or supplemental proceeding based upon an action seeking equitable relief including the construction or contest of a will, enforcement of a contract to make a will, and proceedings involving testamentary trusts or the appointment of testamentary trustees, \$60.
 4. For filing in an estate (i) the appearance of any person for the purpose of consent or (ii) the appearance of an executor, administrator, administrator to collect, guardian, guardian ad litem, or special administrator, no fee.
 5. Except as provided in subsection (XXII)(C)(4), for filing the appearance of any person or persons, \$30.
 6. For each jury demand, \$137.50.
 7. For disposition of the collection of a judgment or settlement of an action or claim for wrongful death of a decedent or of any cause of action of a ward, when there is no other administration of the estate, \$50, less any amount paid under subsection (XXII)(A)(2) or (XXII)(B)(2) except that if the amount involved does not exceed \$5,000, the fee, including any amount paid under subsection (XXII)(A)(2) or (XXII)(B)(2), shall be \$20.

8. For each certified copy of letters of office, of court order or other certification, \$2, plus \$1 per page in excess of 3 pages for the document certified.
9. For each exemplification \$2, plus the fee for certification.
- D. The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay the cost of publication by the clerk directly to the newspaper.
- E. The person on whose behalf a charge is incurred for witness, court reporter, appraiser, or other miscellaneous fee shall pay the same directly to the person entitled thereto.
- F. The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay to the clerk all postage charges incurred by the clerk in mailing petitions, orders, notices, or other documents pursuant to the provisions of the Probate Act of 1975.

XXIII. Criminal and Quasi-Criminal Costs and Fees.

- A. The clerk shall be entitled to costs in all criminal and quasi-criminal cases from each person convicted or sentenced to supervision therein as follows:
 1. Felony complaints, \$100.
 2. Misdemeanor complaints, \$75.
 3. Business offense complaints, \$75.
 4. Petty offense complaints, \$75.
 5. Minor traffic or ordinance violations, \$10.
 6. When court appearance required, \$15.
 7. Motions to vacate or amend final orders, \$40.
 8. Motions to vacate bond forfeiture orders, \$40.
 9. Motions to vacate ex parte judgments, whenever filed, \$40.
 10. Motions to vacate judgment on forfeitures, whenever filed, \$40.
 11. Motions to vacate "failure to appear" or "failure to comply" notices sent to the Secretary of State, \$40.
- B. When the violation complaint is issued by a municipal police department, the clerk shall be entitled to costs from each person convicted therein as follows:
 1. Minor traffic or ordinance violations, \$10.
 2. When court appearance required, \$15.
- C. In ordinance violation cases punishable by fine only, the clerk of the circuit court shall be entitled to receive, unless the fee is excused upon a finding by the court that the defendant is indigent, in addition to other fees or costs allowed or imposed by law, the sum of \$137.50 as a fee for the services of a jury. The jury fee shall be paid by the defendant at the time of filing his or her jury demand. If the fee is not so paid by the defendant, no jury shall be called, and the case shall be tried by the court without a jury.

XXIV. Transcripts of Judgment.

For the filing of a transcript of judgment, the clerk shall be entitled to the same fee as if it were the commencement of a new suit.

XXV. Change of Venue.

- A. For the filing of a change of case on a change of venue, the clerk shall be entitled to the same fee as if it were the commencement of a new suit.

- B. The fee for the preparation and certification of a record on a change of venue to another jurisdiction, when original documents are forwarded, \$40.

XXVI. Tax objection complaints.

For each tax objection complaint containing one or more tax objections, regardless of the number of parcels involved or the number of taxpayers joining on the complaint, \$50.

XXVII. Tax Deeds.

- A. Petition for tax deed, if only one parcel is involved, \$200.
- B. For each additional parcel, add a fee of \$60.

XXVIII. Collections.

- A. For all collections made of others, except the State and county and except in maintenance or child support cases, 2.5% of the amount collected and turned over.
- B. Interest earned on any funds held by the clerk shall be turned over to the county general fund as an earning of the office.
- C. For any check, draft, or other bank instrument returned to the clerk for non-sufficient funds, account closed, or payment stopped, \$25.
- D. In child support and maintenance cases, the clerk, if authorized by an ordinance of the county board, may collect an annual fee of up to \$36 from the person making payment for maintaining child support records and the processing of support orders to the State of Illinois KIDS system and the recording of payments issued by the State Disbursement Unit for the official record of the Court. This fee shall be in addition to and separate from amounts ordered to be paid as maintenance or child support and shall be deposited into a Separate Maintenance and Child Support Collection Fund, of which the clerk shall be the custodian, ex-officio, to be used by the clerk to maintain child support orders and record all payments issued by the State Disbursement Unit for the official record of the Court. The clerk may recover from the person making the maintenance or child support payment any additional cost incurred in the collection of this annual fee. The clerk shall also be entitled to a fee of \$5 for certifications made to the Secretary of State as provided in Section 7-703 of the Family Financial Responsibility Law and these fees shall also be deposited into the Separate Maintenance and Child Support Collection Fund.

XXIX. Corrections of Numbers.

For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the clerk's office, to be charged against the party that filed the document, \$10.

XXX. Exceptions.

- A. The fee requirements of this Section shall not apply to police departments or other law enforcement agencies. In this Section, "law enforcement agency" means an agency of the State or a unit of local government which is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances. "Law enforcement agency" also means the Attorney General or any state's attorney.

- B. No fee provided herein shall be charged to any unit of local government or school district.
- C. The fee requirements of this Section shall not apply to any action instituted under subsection (b) of Section 11-31-1 of the Illinois Municipal Code by a private owner or tenant of real property within 1200 feet of a dangerous or unsafe building seeking an order compelling the owner or owners of the building to take any of the actions authorized under that subsection.

XXXI. Adoptions.

- A. For an adoption, \$65.
- B. Upon good cause shown, the court may waive the adoption filing fee in a special needs adoption. The term "special needs adoption" shall have the meaning ascribed to it by the Illinois Department of Children and Family Services.

XXXII. Adoption exemptions.

No fee other than that set forth in subsection (XXXI) shall be charged to any person in connection with an adoption proceeding. (Source: P.A. 91-321, eff. 1-1-00; 91-612, eff. 10-1-99; 92-16, eff. 6-28-01; 92-521, eff. 6-1-02.)

XXXIII. Court Services (Court Security) Fee

A fee of \$25 shall be paid in civil cases by each party at the time of filing the first pleading, paper or other appearance; provided that no additional fee shall be required if more than one party is represented in a single pleading, paper or other appearance. In criminal, local ordinance, county ordinance, traffic and conservation cases, such fee shall be assessed against the defendant upon a plea of guilty, stipulation of facts or findings of guilty, resulting in a judgment of conviction, or order of supervision, or sentence of probation without entry of judgment pursuant to Section 10 of the Cannabis Control Act, Section 410 of the Illinois Controlled Substances Act, Section 12-4.3 of the Criminal Code of 1961, Section 10-102 of the Illinois Alcoholism and Other Drug Dependency Act, Section 40-10 of the Alcoholism and Other Drug Abuse and Dependency Act, or Section 10 of the Steroid Control Act. No fee shall be imposed or collected, however, in traffic, conservation, and ordinance cases in which fines are paid without a court appearance.

AND BE IT FURTHER ORDAINED, that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.

The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk and the County Administrator.

This Ordinance shall become effective as of January 1, 2004.

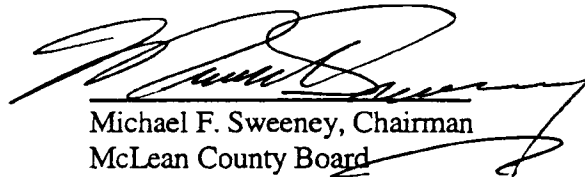
ADOPTED by the McLean County Board this 21st day of October, 2003.

ATTEST:

APPROVED:

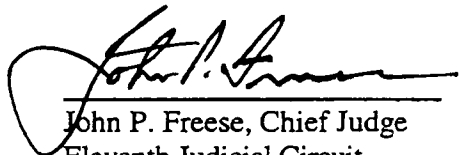


Peggy Ann Milton,
Clerk of the McLean County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board
McLean County, Illinois

APPROVED AS TO THE COURT SERVICES (COURT SECURITY) FEE:



John P. Freese, Chief Judge
Eleventh Judicial Circuit
McLean County, Illinois

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Members Renner/Owens moved the County Board approve a Request for Approval of an Ordinance Setting the Fees to be charged by the Circuit Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is located on pages 330-349.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: the Land Use and Development Committee brings no items for action to the Board this morning. Our General Report is located on pages 350-358. I do want to call attention to the second informational item in the packet appearing on pages 359-363. At our last Land Use Meeting, Phil Dick and the Committee Members discussed the possibility of amending fees for the Department of Building and Zoning. The information was presented in a very preliminary fashion to the Land Use and Development Committee, particularly the information appearing on pages 360-363. Obviously this is in preliminary draft form but we wanted to, at Mr. Dick's suggestion, share the information with all Board Members so that the information is here ahead of a public hearing which will be held on this matter at our regular meeting in November. I do want to call attention to two very minor numerical corrections. On page 360, under Item 4B, the first entry "Less than 650 square feet - \$50.00" the proposal is for \$75 rather than \$25. Similarly, on the bottom of page 361, the very last entry, instead of the present \$175 the proposed change will be \$225. This all is informational and if there are any questions, please direct them to me or to Mr. Dick. The public hearing will be in early November.

REPORT OF COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have three items for information. As Chairman Sweeney stated earlier this morning the regular November Executive Committee meeting falls on November 11, 2003 which is Veteran's Day, which pursuant to action of the County Board is a County Holiday. Therefore, we are moving that meeting to Wednesday, November 12, 2003 at 4:30 p.m. For all Board Members, including Board Members who are serving their first year on the Board, that meeting is the meeting where all the Committee Chairmen bring the recommended budgets for the various County departments to the Executive Committee for final review and approval. There is a special meeting of the Justice Committee to review Fiscal Year 2004 budget immediately following this meeting in Room 703 for Justice Committee Members, and also appointed and elected officials. In good news for all Board Members, the City of Bloomington plans to open the parking deck on Monday, November 03, 2003, barring any unforeseen problems.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano asked the following: as we prepare this budget for the coming year and we talk about fees, can you tell me, are we negotiating booking fees for the Sheriff's Department with Bloomington/Normal and ISU? Will that be a part of our new budget? Mr. Zeunik stated the following: that fee was last set by the Board in 1997. It was increased to \$20.00 and that fee is charged to the inmates for getting out of the jail. It is not charged to the municipalities or to the local police departments. Under State law, we can set fees only after a cost study is done by an independent cost accounting firm. In 1997, that study was done by Maximus, Inc. They determined that the actual cost was \$29.48. The Justice Committee decided then to increase it from \$10.00 to \$20.00, which is where it is today. In order for that fee to be increased again, and there is no provision

in the current budget for an increase the fee, we would need to have the cost study updated as of this year and the recommendation brought back to the Justice Committee and the Board as to what the increase should be.

Member Owens asked the following: just to follow up on that, John, what was the cost of that study back in 1997? Mr. Zeunik stated the following: that was an update study. Maximus had done an earlier study, a number of years before. Off the top of my head, I think it was between \$7,000 and \$10,000. Generally, to do an update of an existing study is not as expensive as doing a study from the beginning. They had studied the Sheriff's Department before and had previously made a recommendation. That study included not only recommendations as it relates to this fee but also recommendations as they relate to other fees charged in the Sheriff's Department.

Member Rodgers asked the following: how long does it take to do a study? Mr. Zeunik answered with the following: depending on what other engagements they have pending, generally an update study takes between 30 and 45 days assuming they have staff available to assign to the project. The biggest change is going to be in personnel cost. When you look at the County's budget back in 1997 and 1998 compared to today where there have been increases, the increases have been driven primarily by personnel costs. So what they would need to do is to come in and update their personnel cost. Then a large part of this study, the indirect cost study, where they actually determine what services are being provided by offices outside the Sheriff's Department that are provided for the Sheriff's Department. Some examples are the County Auditor's Office, Treasurer's Office, Administrator's Office, Information Services, and Facilities Management. Because Maximus has been the only firm that has done the cost studies in McLean County, they have a base of information and they have their own computer software that they use to do the study. My guess is that if they would have staff available and staff to begin working on the project they could probably have it completed and have a final report ready to present to the Justice Committee in 30-45 days. Again, it depends on their workload. I know they are currently engaged working in a number of other counties near McLean County because there are a number of other counties that are facing the same budget issues that we've faced. Some of those counties have never increased fees so they have retained Maximus to do the first cost study to see what they can do in terms of raising fees.

Member Sorensen stated the following: the Executive Committee last week directed the Rules Committee to meet and we will be doing that on November 4, 2003. Just a quick update to the Board on the radio situation. We are making progress on all fronts on the radio efforts. As a matter of fact, Motorola will be in town tomorrow doing some demonstration work with the Sheriff's Department, MetCom, Normal PD, LeRoy PD, and Downs PD and we are looking forward to seeing how their new towers are working.

Chairman Sweeney stated the following: the Liquor Control Commission is meeting immediately after this meeting so the Members that are on that Commission please hang around.

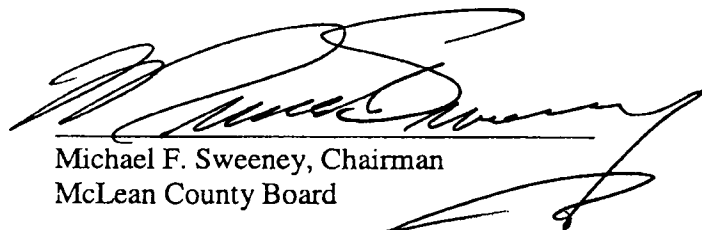
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

October 21, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$369,709.55	\$369,709.55
Finance	\$21.60	\$2,307,026.23	\$2,307,047.83
Human Services		\$339,473.96	\$339,473.96
Justice	\$259,080.98	\$1,382,819.69	\$1,641,900.67
Land Use		\$16,766.93	\$16,766.93
Property		\$630,534.43	\$630,534.43
Transportation		\$1,399,463.06	\$1,399,463.06
Health Board		\$354,561.25	\$354,561.25
Disability Board		\$46,310.17	\$46,310.17
T. B. Board		\$17,376.94	\$17,376.94
Total	\$259,102.58	\$6,864,042.21	\$7,123,144.79

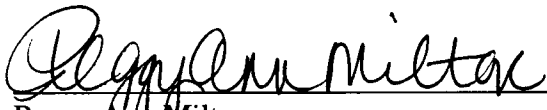

Michael F. Sweeney, Chairman
McLean County Board

Members Owens/Moss moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Renner/Rodgers moved for adjournment until Tuesday, November 18, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:26 a.m.

Mike Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of October, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 7th day of November, 2003.


Peggy Ann Milton
McLean County Clerk